

Section I - Definitions

The following words and phrases as used herein have the following meanings, unless a different meaning is plainly required by the context:

1. "**Actuary**" means a person or firm retained by the Company who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.
2. "**Actuarial Equivalent**" means a pension of an actuarially equivalent value computed using actuarial tables and such other methods and assumptions as may be adopted by the Company on the recommendation of the Actuary for the purposes of the Plan, subject to any requirements of the *Pension Benefits Act*.
3. "**Commuted Value**" means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed at the rate of interest and using the actuarial tables adopted by the Company on the recommendation of the Actuary, subject to the requirements of the *Pension Benefits Act* and the *Income Tax Act*.
4. "**Company**", for the period prior to July 1, 1996 and on and after January 1, 1999, means Stelco Inc. and, for the period between July 1, 1996 and December 31, 1998, means Lake Erie Steel Company Ltd.
5. "**Continuous Service**" means the period of complete calendar months (expressed as twelfths of a year) of service with the Company, calculated from the later of the date of employment or the date of re-employment including any period of lay-off and any period of temporary suspension of Employment.
6. "**Credited Service**" means the period of complete calendar months (expressed as twelfths of a year) of service with the Company, calculated from the later of the date of employment or

the date of re-employment or commencement of work following the last break in service, if any, and shall include any period during which the Employee was absent from work at a time prescribed by the Company on a vacation to which he was entitled and any period not exceeding twelve (12) consecutive calendar months during the whole of which the Employee was absent from work by reason of Total Disability not compensable under the *Worker's Compensation Act* or similar law in any province and any period of maternity or parental leave to the extent required under the *Employment Standards Act* or similar law in any province not exceeding, in respect of periods of maternity or parental leave on and after January 1, 1991, in the aggregate, five (5) years of full-time equivalent employment plus an additional three (3) years of full-time equivalent employment in respect of maternity or parental leaves which are within the 12 month period which commences at the time of the birth or adoption of a child. Credited Service shall not include any calendar month during the whole of which the Employee was absent from work for any other reason. Service with any predecessor company designated by the Company shall be included as well as service with the Company.

Service shall be broken and no service prior to such break shall be credited (whether prior or subsequent to the Effective Date) by:

- (a) resignation or other voluntary termination of employment,
- (b) lay-off for lack of work,
- (c) discharge or other termination of employment by the Company,
- (d) absence due to a Total Disability as follows:
 - (i) in the case of any such absence which began prior to August 1, 1990 for the applicable period in accordance with the appropriate provision of the Prior Plan in effect at the beginning of such absence; or

- (ii) in the case of any such absence which began on or after August 1, 1990 for
 - (A) more than twenty-four (24) months in the case of an Employee with less than two (2) years Credited Service at the beginning of such absence;
 - (B) more than thirty (30) months in the case of an Employee with two (2) years but less than three (3) years Credited Service at the beginning of such absence;
 - (C) more than thirty-six (36) months in the case of an Employee with three (3) years but less than four (4) years Credited Service at the beginning of such absence;
 - (D) more than forty-two (42) months in the case of an Employee with four (4) years but less than five (5) years Credited Service at the beginning of such absence; and
 - (E) more than forty-eight (48) months in the case of an Employee with five (5) or more years of Credited Service at the beginning of such absence; or
- (iii) in the case of any such absence which began on or after August 1, 1972 due to a Total Disability compensable under the *Worker's Compensation Act* or similar law in any province, for more than sixty (60) months in the case of an Employee with ten (10) or more years of Credited Service at the beginning of such absence; or
- (iv) in the case of any such absence which began on or after January 2, 1990 due to a Total Disability compensable under the *Worker's Compensation Act* or similar law in any province, for more than twelve (12) months in the case of

an Employee with less than ten (10) years of Credited Service at the beginning of such absence;

provided that in the cases referred to in items (ii), (iii) and (iv) of this paragraph (d) absence in excess of such periods due to a temporary Total Disability compensable under the *Worker's Compensation Act* or similar law in any province shall not be deemed to have caused a break in service if the Employee returns to work within thirty (30) days after termination of weekly compensation payments in respect of such disability. In the case of an absence due to such compensable disability, an Employee who reports to work within thirty (30) days as above provided or, if the Employee shall become eligible for Weekly Indemnity Benefits under the employer's Group Insurance Program within such thirty (30) days, he shall be given service credit for such compensable absence.

- (e) Failure to return to work at the termination of a leave of absence or extension thereof sanctioned in writing by the Company;
- (f) Being absent for more than the number of days specified in the Basic Agreement without notifying the Company, or without a justifiable excuse.

Notwithstanding the above, the Credited Service of an Employee immediately before a break in service shall be included in Credited Service if service was broken by lay-off for lack of work:

- (aa) commencing on or after August 1, 1990 and the Employee,
 - (i) having less than two (2) years of Credited Service at the time of lay-off, is rehired within twenty-four (24) months;
 - (ii) having two (2) years but less than three (3) years of Credited Service at the

time of lay-off, is rehired within thirty (30) months;

- (iii) having three (3) years but less than four (4) years of Credited Service at the time of lay-off, is rehired within thirty-six (36) months;
- (iv) having four (4) years but less than five (5) years of Credited Service at the time of lay-off, is rehired within forty-two (42) months;
- (v) having five (5) or more years of Credited Service at the time of lay-off, is rehired within forty-eight (48) months;

or

- (bb) commencing prior to August 1, 1990 and the Employee was rehired within the applicable period in accordance with the appropriate provision of the Plan in effect at the time of such rehiring; provided, in all cases, that the Employee complied with the Company's requirements regarding recall.

Credited Service for an Employee who is employed on a less than full-time basis in accordance with paragraph 8. of Section 1 will be determined for each Plan Year by multiplying the period of complete calendar months (expressed as twelfths of a year) of service determined as otherwise specified under this paragraph 6., by the ratio of such Employee's actual hours worked during the Plan Year to the hours regularly scheduled to be worked by full-time Employees.

- 7. "**Effective Date**" means August 1, 1993.
- 8. "**Employee**" means any person who is regularly employed by the Company and who is represented by a Union with which a Pension Plan Agreement has been executed, or who is a member of a group of persons to whom the benefits of the Plan have been made available by the Company. No person employed on a temporary or casual basis shall be considered as

regularly employed. "Employee" includes any person described above who is regularly employed by the Company on a part-time basis and who:

(a) has earned at least thirty-five (35) percent of the YMPE; or

(b) has 700 hours of employment with the Company,

in each of two (2) consecutive calendar years immediately prior to membership in the pension plan.

It is understood that, for the period prior to July 1, 1996 the person must be employed by the Company at the Lake Erie Works Unit, and for the period on and after January 1, 1999 the person must be employed by the Company at the Lake Erie Steel Company.

9. "***Income Tax Act***" means the *Income Tax Act*, Statutes of Canada and the Regulations thereunder, and where applicable includes the provisions of Information Circular 72-13R8 issued by the Department of National Revenue, as amended or replaced from time to time.
10. "***Normal Retirement Date***" means the last day of the calendar month in which the Employee attains the age of sixty-five (65) years.
11. "***Pension Benefits Act***" means the *Pension Benefits Act*, R.S.O. 1990 of Ontario, and the Regulations thereunder, as amended or replaced from time to time.
12. "***Pensioner***" means an Employee who has retired and is entitled to receive a pension under this Plan.
13. "***Plan***" means this Stelco Inc. Bargaining Unit Pension Plan for Lake Erie Steel Company Members of United Steelworkers of America as amended or modified from time to time.
14. "***Plan Year***" means, initially, the period from August 1, 1993 to December 31, 1993 and

thereafter means the calendar year.

15. "**Pension Plan Agreement**" means the agreement between the Company and Local 8782 of United Steelworkers of America, with respect to this Plan and any similar agreement with another Union Local or Union, providing for the application of this Plan to the Employees represented by such Union.
16. "**Spouse**" means, at the time a determination of marital status is required:
 - (a) a person of the opposite sex to whom the Employee is legally married, provided the Employee is not living separate and apart from that person, or
 - (b) a person of the opposite sex or of the same sex to whom the Employee is not legally married but the Employee and that person have lived together in a conjugal relationship,
 - (i) continuously for a period of at least three (3) years, or
 - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the *Family Law Act of Ontario*.
17. "**Total Disability**" means a disability throughout which the Employee is physically or mentally impaired so that he is prevented from performing the duties of employment in which he was engaged prior to the impairment and which is certified, in writing, by a medical doctor licensed in Canada or where the Employee resides.
18. "**YMPE**" means, in respect of any Plan Year, the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.
19. "**Basic Rate**" means the amount which is set forth below, which amount shall depend upon the date upon which the Employee retires:

<u>Amount</u>	<u>Retirement Date</u>
\$32.00	On or before July 31, 1996
\$37.00	On and after August 1, 1996 and on or before July 31, 1997
\$39.00	On and after August 1, 1997 and on or before July 31, 1998
\$41.00	On and after August 1, 1998 and on or before July 31, 1999
\$43.00	On and after August 1, 1999.

Notwithstanding the foregoing, the Basic Rate for Pensioners who retired between August 1, 1996 and July 31, 1997, and Joint Annuitants with such Pensioners, shall be \$37.444 effective August 1, 1997.

Notwithstanding the foregoing, the Basic Rate for Pensioners who retired between August 1, 1997 and July 31, 1998, and Joint Annuitants with such Pensioners, shall be \$39.351 effective August 1, 1998.

Notwithstanding the foregoing, the Basic Rate for Pensioners who retired between August 1, 1998 and July 31, 1999, and Joint Annuitants with such Pensioners, shall be \$41.533 effective August 1, 1999.

Notwithstanding the foregoing, the Basic Rate for Pensioners who retired between August 1, 1999 and July 31, 2000, and Joint Annuitants with such Pensioners, shall be \$43.817 effective August 1, 2000.

Notwithstanding the foregoing, the Basic Rate for Pensioners who retired between August 1, 2000 and July 31, 2001, and Joint Annuitants with such Pensioners, shall be \$53.612

effective August 1, 2001.

Notwithstanding the foregoing, the BasicRate for Pensioners who retired between August 1, 2001 and July 31, 2002, and Joint Annuitants with such Pensioners, shall be \$54.432 effective August 1, 2002.

20. "***Ironmaking Basic Rate***" means the amount which is obtained when the Basic Rate is multiplied by 0.2.
21. "***Ironmaking Service***" means such portion of an Employee's period of Continuous Service during which he was permanently assigned to the Ironmaking Division of Hilton Works.

This provision shall apply to any Employee who was permanently assigned to:

- (a) the Blast Furnace Department, and
- (b) the Coke Oven Department, and
- (c) the Raw Materials Department, and
- (d) the Ironmaking Electrical Department, and
- (e) the Ironmaking Mechanical Department, and
- (f) the Division 6 Electrical Department on permanent assignment in the Ironmaking Division, and
- (g) the Division 6 Mechanical Department on work assignment in the Ironmaking Division through the advice notice procedure as outlined in the Mechanical Seniority Agreement, but only for the duration of such assignment, and

- (h) the Utilities Department who was not assigned to work outside of the Ironmaking Division.
22. "*Ironmaking Supplemental Rate*" means the amount which is obtained when the Supplemental Rate is multiplied by 0.2.
23. "*Qualification Service*" means the sum of:
- (a) the Employee's Credited Service; and
 - (b) the amount which is obtained when the Employee's Ironmaking Service is multiplied by 0.2.
24. "*Supplemental Rate*" means the amount which is set forth below, which amount shall depend upon the date upon which the Employee retires:
- | <u>Amount</u> | <u>Retirement Date</u> |
|---------------|--|
| \$16.00 | On or before July 31, 1997 |
| \$17.00 | On and after August 1, 1997 and on or before July 31, 1999 |
| \$22.00 | On and after August 1, 1999. |
25. "**LESC**" means a division of Stelco Inc. known as the Lake Erie Steel Company of Stelco Inc. (the business of which, for the period from July 1, 1996 to December 31, 1998, was carried on by a wholly-owned subsidiary of Stelco Inc., the Lake Erie Steel Company Ltd., which subsidiary was amalgamated with Stelco Inc. effective January 1, 1999).

The masculine pronoun wherever used herein shall include the feminine pronoun, and the singular shall include the plural, unless a different meaning is plainly required by the context.

Section II - Eligibility For Pensions Or Deferred Life Annuities

1. Retirement

(a) Normal Retirement

An Employee may retire from the service of the Company on his Normal Retirement Date or on the last day of any subsequent month but an Employee who has not theretofore retired shall be deemed to have retired on the last day of the calendar year in which he attains age sixty-nine (69) years, except that an Employee who attained age sixty-nine (69) or seventy (70) in 1996 shall be deemed to have retired by the end of the 1997 calendar year. An Employee who retires on or after his Normal Retirement Date and who on such actual retirement or such deemed retirement has at least two (2) years of Qualification Service shall be eligible to receive a pension as provided herein.

(b) Early Retirement

An Employee who has attained age sixty (60) years and who has at least ten (10) years of Qualification Service, or who has attained age fifty-five (55) years and whose combined years of age (to the nearest twelfth of a year) and years of Qualification Service (to the nearest twelfth of a year) total eighty-five (85) or more, or who has attained thirty (30) years of Qualification Service may elect to retire from the service of the Company on the last day of any calendar month before his Normal Retirement Date, and an Employee who so elects shall be eligible to receive a pension as provided herein.

(c) Special Early Retirement

An Employee who has attained age fifty-five (55) years and has at least ten (10) years of Qualification Service may be retired from the service of the Company at the option of the Company or at the request of the Employee with the consent of the Company on the last day of any calendar month before his Normal Retirement Date and shall be eligible to receive a pension as provided herein. Nothing herein contained shall be deemed to restrict the right of the Company to discharge any such Employee at any time and any such termination of employment shall not constitute special early retirement nor make such Employee eligible to receive any pension hereunder.

2. Permanent And Total Disability

An Employee who shall become permanently and totally disabled before attaining age sixty-five (65) years and who has at least ten (10) years of Qualification Service shall become eligible to receive a disability pension as provided herein. An Employee shall not be considered as permanently and totally disabled unless:

- (a) such Employee is permanently and totally disabled by bodily injury or disease so as to be wholly prevented from engaging in any occupation or employment whatsoever for remuneration or profit;
- (b) such disability will be continuous during the remainder of his life;
- (c) such disability was not contracted, suffered or received while he was engaged in, or did not result from his having engaged in, any service, occupation or employment for remuneration or profit other than with the Company, or in a felonious criminal enterprise; and
- (d) such disability was not the result of an intentionally self-inflicted injury;

nor unless the Company shall have received a written certified opinion of a qualified

physician licensed in Canada or where the Employee resides and selected by, or satisfactory to, the Company upon each of such items and also specifying the date upon which such disability commenced and the date (which need not be the same) when such disability was established by the physician. An Employee who has become eligible to receive a pension pursuant to this paragraph 2 shall receive such pension only so long as his permanent and total disability continues. The Company shall have the right to verify the continued existence of such permanent and total disability at reasonable times prior to the Pensioner's attaining age sixty-five (65) years, and should the Pensioner refuse to submit at the request of the Company to examination by such qualified physician selected by the Company, his pension shall be discontinued until he submits to such examination. No break in service shall result from absence while in receipt of a disability pension.

Notwithstanding the foregoing, should the permanent and total disability cease after normal retirement date, the disability pension shall continue for the life of the Member.

3. Termination Of Service

If an Employee ceases to be an Employee (otherwise than by death) in circumstances which do not entitle him to a pension under paragraphs 1 or 2 of this Section II or if an Employee ceases to be an Employee under circumstances which entitle him to a pension under paragraph 2 of this Section II and thereafter becomes ineligible to receive such pension and does not again become an Employee and if such Employee on the date on which he ceases to be an Employee has at least two (2) years of Continuous Service, he shall be entitled in respect of his Qualification Service to a deferred life annuity commencing on the first day of the month next following his Normal Retirement Date, the amount of such deferred life annuity to be determined in accordance with paragraph 1(e) of Section III.

4. Applications For Pensions

An Employee who is about to retire on pension shall give notice thereof and make written application for his pension at least thirty (30) days before his retirement. No payment of

retirement pension shall be made before the first day of the month next following his retirement. Each such notice and application shall be on a form or forms provided by the Company and shall be filed in such manner and with such person as the Company shall specify. The Company may require that there be furnished to it all information pertinent to the applicant's eligibility for a pension and to a determination of the amount thereof.

Section III - Amount Of Pension Or Deferred Life Annuity

1. Determination Of Amount

(a) Retirement At Or After Normal Retirement Date

The monthly pension payable for life to an Employee eligible for pension hereunder who retires on or after his Normal Retirement Date shall be the sum of:

(1) the Normal Pension which shall be:

(a) *For Credited Service*

the Basic Rate multiplied by the Employee's Credited Service;

PLUS

(b) *For Ironmaking Service*

the Ironmaking Basic Rate multiplied by the Employee's Ironmaking Service;

provided that such Normal Pension shall not exceed the amount which is obtained when the Basic Rate is multiplied by forty (40);

(2) the Supplemental Pension which shall be the excess, if any, of:

(a) *For Credited Service*

the Supplemental Rate multiplied by the Employee's Credited Service;

PLUS

(b) **For Ironmaking Service**

the Ironmaking Supplemental Rate multiplied by the Employee's Ironmaking Service,

OVER

(c) the sum of:

(i) the amount determined as at the date of retirement of the monthly pension under the Old Age Security Act or any similar legislation of Canada or any province thereof to which the Employee or former Employee is entitled in respect of the same month;

PLUS

(ii) the amount determined as at the date of retirement of any benefit under the Canada Pension Plan or any provincial pension plan to which the Employee or former Employee is entitled in respect of the same month or would be so entitled if no deduction were made from such benefit on account of earnings from employment, provided that the offset in this clause (c)(ii) shall apply for any month after the Employee's attainment of age 65 and shall apply for any month prior to the Employee's attainment of age 65 only when such Employee is in receipt of a Canada Pension Plan disability benefit and does not have thirty (30) years or more of Qualification Service at retirement;

provided that such Supplemental Pension shall not exceed the amount which is obtained when the Supplemental Rate is multiplied by thirty (30).

The first monthly pension payment shall be made on the first day of the month next

following the month in which the Employee retires.

(b) Early Retirement

If an Employee becomes eligible for a pension by reason of early retirement under the provisions of paragraph 1(b) of Section II, his pension shall be computed in accordance with subparagraph (a) of this paragraph 1 and shall commence on the first day of the calendar month next following the month in which the Employee retires or on the first day of the month next following the month in which the Employee attains age sixty-two (62) years, whichever is later. In lieu of such deferred pension at age sixty-two (62) years, an Employee who retires prior to attaining age sixty-two (62) years may elect to have a smaller immediate pension to commence on the first day of the month next following the month in which his early retirement occurred, in which event the amount of such immediate pension shall be the amount of such deferred pension at age sixty-two (62) years reduced by the percentage obtained by multiplying 0.5% by the number of complete calendar months between the date of retirement and the Employee's sixty-second (62nd) birthday, provided, however, that such reduction shall not apply in the case of an Employee who has thirty (30) or more years of Qualification Service. Provided, further, that in the case of an Employee who has not completed at least thirty (30) years of Continuous Service, the Normal Pension payable under subparagraph (a)(I) of this paragraph 1 in respect of service on and after January 1, 1992 shall be reduced by 1/4 of 1% for each month by which the pension commencement date precedes the earliest of the date on which the Employee attains age sixty (60), or the combination of his age and Continuous Service totals at least eighty (80), or he completes thirty (30) years of Continuous Service.

Provided, however, that in no event shall the Supplemental Pension payable under subparagraph (a)(2) of this paragraph 1 exceed the total actual or estimated amount of Canada Pension Plan and Old Age Security benefits which the Employee would receive if he were age sixty-five (65) on the date of pension commencement. In the

event a Supplemental Pension becomes payable to an Employee who has not attained age sixty (60), the Supplemental Pension shall not exceed an amount equal to the sum of (i) the total of such actual or estimated Canada Pension Plan and Old Age Security benefits multiplied by the ratio of the Employee's Credited Service before January 1, 1992 to his total Credited Service, and (ii) the total of such actual or estimated Canada Pension Plan and Old Age Security benefits multiplied by the ratio of the Employee's Credited Service on and after January 1, 1992 to his total Credited Service reduced by 1/4 of 1% for each month between the date of retirement and the date on which the Employee's sixtieth (60th) birthday will occur.

(c) Special Early Retirement

If an Employee becomes eligible for a pension under the provisions of subparagraph 1(c) of Section II by reason of special early retirement as therein provided which does not include discharge, his pension shall be computed in accordance with subparagraph (a) of this paragraph 1, except that in the case of an Employee who has not attained age sixty (60), or whose combination of age and Continuous Service totals less than eighty (80), or who has not completed at least thirty (30) years of Continuous Service, the Normal Pension payable under subparagraph (a)(I) of this paragraph 1 in respect of service on and after January 1, 1992 shall be reduced by 1/4 of 1% for each month by which the pension commencement date precedes the earliest of the date on which the Employee attains age sixty (60), or the combination of his age and Continuous Service totals at least eighty (80), or he completes thirty (30) years of Continuous Service.

Provided further that in no event shall the Supplemental Pension payable under subparagraph (a)(2) of this paragraph 1 exceed the total actual or estimated amount of Canada Pension Plan and Old Age Security benefits which the Employee would receive if he were age sixty-five (65) on the date of pension commencement. In the event a Supplemental Pension becomes payable to an Employee who has not attained age sixty (60), the Supplemental Pension shall not exceed an amount equal

to the sum of (i) the total of such actual or estimated Canada Pension Plan and Old Age Security benefits multiplied by the ratio of the Employee's Credited Service before January 1, 1992 to his total Credited Service, and (ii) the total of such actual or estimated Canada Pension Plan and Old Age Security benefits multiplied by the ratio of the Employee's Credited Service on and after January 1, 1992 to his total Credited Service reduced by 1/4 of 1% for each month between the date of retirement and the date on which the Employee's sixtieth (60th) birthday will occur.

Such pension shall commence on the first day of the month next following the month in which the Employee retires.

(d) Permanent And Total Disability

If an Employee becomes eligible for a pension by reason of disability under the provisions of paragraph 2 of Section II, his pension shall be computed in accordance with subparagraph (a) of this paragraph 1 provided, however, that the pension payable to such Employee for any month shall not be less than Seven Hundred and Fifty Dollars (\$750.00).

Notwithstanding the foregoing, in no event shall the lifetime pension payable to such Member under this subparagraph (d) exceed the lesser of:

- (i) the amount determined under subparagraph (a) of this paragraph 1 without reduction, and
- (ii) the lesser of:
 - A. the projected Normal Pension the Employee would have otherwise accrued under the Plan to his Normal Retirement Date, calculated based on past and future years of Credited Service, and

B. the YMPE in the year of such disability pension commencement.

The first monthly payment of a disability pension shall be made after due application therefor on the first day of the month next following the month in which occurs the later of:

- (1) the date on which it was established that the Employee's disability is permanent and total; and
- (2) if the disability was compensable under the *Worker's Compensation Act* or similar law in any province, the date when the Board or body administering such law commences compensation for a permanent disability rather than a temporary disability.

(e) Termination Of Service

If a former Employee becomes eligible for a deferred life annuity under the provisions of paragraph 3 of Section II by reason of termination of service, his monthly deferred life annuity shall be the Normal Pension and shall commence on the first day of the calendar month next following the month in which such former Employee attains age sixty-five (65) years. In lieu of such deferred life annuity, a former Employee who has attained age fifty-five (55) years but has not attained age sixty-five (65) years may elect to have a smaller immediate life annuity to commence on the first day of any month before he attains age sixty-five (65) years in which event such immediate life annuity shall be such deferred life annuity reduced by the percentage obtained by multiplying 0.5% by the number of complete calendar months between the date of commencement of such immediate life annuity and such former Employee's sixty-fifth (65) birthday.

(f) Pensions And Annuities Payable Hereunder

All pensions and annuities payable hereunder shall be paid from the funds of the Pension Trust established pursuant to Section VII hereof.

2. Maximum Benefit

(a) Service From January 1, 1992

(1) Notwithstanding any other provision of this Plan, the annual lifetime pension payable under the Plan for pensionable service on and after January 1, 1992 in respect of any Employee at the date of pension commencement, including any amount paid out to the Employee's Spouse on marriage breakdown pursuant to paragraph 7 of Section X, as the case may be, shall not exceed the lesser of:

- (i) 2% of the Employee's highest average indexed compensation, as defined under the *Income Tax Act*, in any three (3) non-overlapping periods of twelve (12) consecutive months for each year of pensionable service on and after January 1, 1992; or
- (ii) \$1,722.22, or such greater amount permitted under the *Income Tax Act*, multiplied by the Employee's years of pensionable service on and after January 1, 1992;

reduced by 1/4 of 1% for each month by which the pension commencement date precedes the earliest of the date on which the Employee would attain age sixty (60), or the combination of his age and Continuous Service would total at least eighty (80), or he completes thirty (30) years of Continuous Service.

- (2) Notwithstanding any other provision of this Plan, the total of the annual lifetime pension and any additional pension payable up to the Employee's Normal Retirement Date for pensionable service on and after January 1, 1992 under the Plan shall in no event exceed the sum of:
 - (i) \$1,722.22, or such greater amount permitted under the *Income Tax Act*, multiplied by the Employee's years of pensionable service on and after January 1, 1992; and
 - (ii) 1/35th of the Employee's Canada Pension Plan benefit multiplied by his years of pensionable service on and after January 1, 1992 not exceeding thirty-five (35) years.
- (3) The aggregate increase in pensions payable under the Plan after an Employee's pension commencement date in respect of pensionable service on and after January 1, 1992 shall not exceed the percentage increase in the Consumer Price Index from the Employee's pension commencement date.

(b) Service Before January 1, 1992

- (1) Notwithstanding any other provision of this Plan, the annual pension payable under the Plan and any other registered plan of the Company for pensionable service prior to January 1, 1992 in the normal form of payment in respect of any Employee at retirement, termination of employment or termination of the Plan, including any amount paid out to the Employee's Spouse on marriage breakdown pursuant to paragraph 7 of Section X, shall not exceed the lesser of:
 - (i) 2% of the average of the Employee's three (3) consecutive years' remuneration from the Company, multiplied by the period of the Employee's pensionable service before January 1, 1992, not

exceeding thirty-five (35) years; and

- (ii) \$1,715 multiplied by the Employee's period of pensionable service before January 1, 1992, not exceeding thirty-five (35) years.

This provision shall not apply to annual pension benefits of \$300 or less per year of pensionable service.

It is further provided that the cost of an early retirement pension in respect of service before January 1, 1992 computed pursuant to subparagraphs 1(b) and 1(c) of Section III may in no event exceed the value of the maximum benefit determined under the foregoing provisions of this paragraph (b)(1), commencing at age sixty (60) and payable as a single life annuity guaranteed for ten (10) years for an Employee with no Spouse at retirement or as a life annuity with a 60% surviving spouse pension for an Employee with a Spouse at retirement.

- (2) Any increase in pensions payable under the Plan after an Employee's retirement in respect of pensionable service before January 1, 1992 shall be subject to the following limitations:
 - (i) for each Pensioner not yet age sixty (60), the increased pension payable will not exceed the maximum pension specified under subparagraph (b)(1) of this paragraph 2, and
 - (ii) for each Pensioner who has attained age sixty (60) or Joint Annuitant, the increased pension payable will not exceed the maximum pension specified in subparagraph (b)(1) of this paragraph 2 adjusted for any increase in the Consumer Price Index since the later of the Employee's date of retirement or termination of employment or attainment of age 60.

3. Pension Adjustment

In no event shall the benefit in any calendar year accrued to a Member under paragraph 1(a) of this Section III result in a pension adjustment greater than that permitted under the *Income Tax Act*.

4. Monthly Payment And Duration Of Pension Or Annuity

- (a) Notwithstanding anything herein contained, no pension or annuity shall be payable hereunder in respect of any month during which a Pensioner receives any weekly indemnity benefit under the Company's Group Insurance Program.
- (b) Each pension or annuity payable hereunder shall be paid in equal monthly payments, the final payment of such pension or annuity being made on the first day of the month in which the death of the Pensioner or former Employee occurs. Any pension or annuity payment due a Pensioner or former Employee in respect of the month in which he shall die may be paid to one or more of his heirs, testamentary legatees, beneficiaries, executors or administrators as the Company may decide.

Section IV - Joint And Survivorship Pension

1. An Employee who retires and who, at the date of his retirement has a Spouse and was eligible to receive a pension under the provisions of Section II shall, subject to the provisions of paragraph 3 of this Section IV, instead of the Normal Pension, receive a reduced monthly pension (hereinafter referred to as the "Joint and Survivorship Pension") payable during his life and continued after his death in a smaller amount (hereinafter referred to as the "Survivor Pension") to his Spouse (hereinafter referred to as the "Joint Annuitant").
2. The Joint and Survivorship Pension payable to such Employee shall be ninety-five (95) percent of the Normal Pension to which such Employee was entitled and the Survivor pension shall be seventy-four and one-half (74 1/2) percent of such Joint and Survivorship Pension, provided however, that in the event the Actuarial Equivalent value of the Employee's reduced pension and the 74 1/2 % Survivor Pension in respect of service on and after January 1, 1992 exceeds the maximum value permitted under the *Income Tax Act*, such Survivor Pension will be reduced accordingly.
3. An Employee may elect to receive the Normal Pension by completing a waiver of the Employee's right to receive a Joint and Survivorship Pension. Such waiver of the Joint and Survivorship Pension shall:
 - (i) be in writing signed by such Employee;
 - (ii) be signed by such Employee's Spouse;
 - (iii) be deemed to be made at the time when it shall be delivered to the Company;
 - (iv) be made at least thirty (30) days before the date of such Employee's retirement.

4. Revocation of the waiver of a Joint and Survivorship Pension may be made jointly by the Employee and his Spouse at any time before such Employee's retirement.

5. Upon the retirement of an Employee with a Joint and Survivorship Pension:
 - (a) payments of the Joint and Survivorship Pension to such Employee shall commence on the first day of the month next following the date of retirement and shall continue at monthly intervals thereafter until the payment preceding the Employee's death; and

 - (b) payments of the Survivor Pension to the Joint Annuitant who survives such Employee shall commence one (1) month after the last payment to such Employee and shall continue at monthly intervals thereafter until the first day of the month in which the Joint Annuitant shall die.

6. If an Employee dies leaving a Spouse surviving him or her, and if such Employee has completed ten (10) or more years of Qualification Service, such Spouse shall be eligible to receive a life pension in an amount equal to seventy (70) percent of the Employee's Normal Pension which would have been payable had such Employee been eligible to retire and had retired on the last day of the month prior to the month in which his death occurred and had been eligible to receive an immediate pension without reduction by reason of early retirement. In no event, however, shall the benefit payable under this paragraph 6. be less in value than the benefit payable under paragraph (b) of Section V.

In no event, however, shall such pension in respect of service on and after January 1, 1992 exceed the higher of (a) sixty-six and two-thirds ($66 \frac{2}{3}$) percent of the Employee's Normal Pension and (b) the lesser of (i) sixty-six and two-thirds ($66 \frac{2}{3}$) percent of the Employee's projected Normal Pension calculated based on past and future years of Credited Service to age 65 and (ii) $\frac{3}{2}$ of the YMPE in the year of death.

Payments to such Spouse shall commence in the month in which the death of such

Employee occurred and shall continue at monthly intervals on the first day of the month thereafter until the first day of the month in which such Spouse shall die.

Section V - Death Benefits

- (a) An Employee may designate, by written notice to the Company in specified form, a beneficiary to receive any such sums which would be payable under this Plan to a beneficiary upon the death of the Employee. An Employee may change such beneficiary from time to time by written notice to the Company in specified form. In default of a valid appointment of a beneficiary all such payments will be made to the estate of the deceased Employee.
- (b) If an Employee dies before entering upon any pension payable to him under the Plan and after having completed twenty-four (24) months of continuous membership in the Plan, a death benefit is payable in an amount equal to the Commuted Value of the Employee's Normal Pension accrued to his credit under subparagraph 1(a)(1) of Section III on and after January 1, 1987.
- (c) The death benefit payable under paragraph (b) above is payable to the Employee's Spouse unless the Employee and Spouse have completed and filed a waiver in the prescribed form.

The Spouse may elect to receive the benefit described in paragraph (b) above in either of the following forms:

- (i) a lump sum payment; or
- (ii) an annuity payable for the Spouse's lifetime, as may be provided by the amount in (i) above, commencing either immediately or on the first day of any month on or after the Spouse attains age 55, but before the Spouse's attainment of age 65, with or without a guarantee period, provided, however, that any guarantee period shall not exceed 15 years.

If the Spouse fails to make an election within 90 days of being advised of the entitlement

under this paragraph (c), the Spouse will be deemed to have elected the annuity described in subparagraph (ii) above.

- (d) If the Employee does not have a Spouse at the date of death, the death benefit payable under paragraph (b) above is payable in a lump sum to the Employee's beneficiary.
- (e) If an Employee who has completed ten (10) years of Credited Service dies, his Spouse shall not be entitled to the benefit of this Section V unless he and his Spouse shall have lodged with the Company in specified form a waiver and renunciation of the benefit of paragraph 6 of Section IV. Such waiver and renunciation may be revoked and thereafter a new waiver and renunciation may be lodged.
- (f) Any death benefit payable upon the death of an Employee who has commenced to receive his pension is determined in accordance with the form of pension being paid to the Employee pursuant to Section IV.

Section VI - Transfers Between The Company's Pension Plans

(a) Transfers From The Plan

If an Employee is transferred to other employment with LESC on and after the Effective Date and ceases to be an Employee for the purposes of the Plan, he shall cease to accrue further benefits under the Plan upon the date of such transfer. In such event, the benefits accrued by the Employee under the Plan prior to his transfer shall remain to his credit in the Plan and shall be payable in accordance with the provisions of the Plan upon his subsequent termination of employment, death, or retirement, based on his years of Credited Service under the Plan as of his date of transfer; except that if the Employee is entitled to a benefit in respect of his Credited Service prior to the date of transfer under any other pension plan for employees of LESC, his benefits in respect of Credited Service prior to the date of transfer shall be reduced by the benefits payable from such other plan in respect of his Credited Service prior to the date of transfer. The uninterrupted period of time during which the Employee continues to be employed at LESC shall be included in his Continuous Service and Credited Service and the Employee's period of membership in the Plan shall be deemed to include membership in the subsequent plan for the purposes of determining eligibility for pension and other ancillary benefits but not for benefit calculation purposes.

If such Employee is subsequently transferred back to employment with LESC as an Employee for the purposes of the Plan, he shall recommence accruing benefits under the Plan upon the date of such transfer. In such event, the Employee's subsequent pension will be calculated based on all Credited Service while an Employee.

(b) Transfers Into The Plan

If an employee at LESC who participates in another pension plan for LESC employees becomes an Employee on and after the Effective Date for the purposes of the Plan, he shall commence accruing benefits under the Plan upon the date of such transfer. The Continuous Service and Credited Service of the Employee shall include the entire period of uninterrupted employment with LESC and the Employee's period of membership in the Plan shall be deemed to include membership in the preceding plan for the purposes of determining eligibility for pension and other ancillary benefits but not for benefit calculations purposes.

Section VII - Pension Trust

- (a) The Company shall establish a pension Trust Fund with a trustee or trustees selected by it and shall pay into such Trust Fund each year the amount, if any, specified by the Actuary as sufficient to fund the cost of Credited Service for that year.
- (b) The Company shall also pay into such Trust Fund special payments, if any, as specified by the Actuary as being required in each year sufficient to liquidate any initial unfunded liability (as defined under the *Pension Benefits Act*) and any solvency deficiency (as so defined).
- (c) The Company's contributions in respect of the normal cost of benefits shall be paid in monthly installments within 30 days following the month for which the contributions are payable. The Company's contributions in respect of special payments to amortize an unfunded actuarial liability or solvency deficiency shall be payable in equal monthly installments throughout the Plan Year. The Company may accelerate any of the special payments referred to in this clause.
- (d) The Trust Fund shall be invested, reinvested and paid out in accordance with this Plan and the Trust Deed establishing such Trust Fund, provided, however, that no part of the fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Pensioners and the Employees as provided herein prior to the satisfaction of all liabilities to them under this Plan.
- (e) The Company shall pay all costs and expenses of operation and administration of such trust. No Employee shall be required to make any contribution towards the cost of the pension payable hereunder and the liability of the Company shall be limited to the payments to the Trust Fund as herein provided.
- (f) The contributions made by the Company to the Trust Fund pursuant to paragraphs (a) and

(b) above for any Plan Year shall not exceed such maximum amount as may be permitted under the *Income Tax Act* for such Plan Year.

Section VIII - Administration Of The Plan

The Company shall have sole responsibility for, and sole control of, the operation and administration of the Plan, and shall adopt such rules and regulations as it may deem necessary for the efficient operation and administration of the Plan.

Section IX - Amendment, Modification Or Termination Of The Plan

The Company reserves the right to amend, modify or terminate the Plan, in whole or in part, at any time for any reason whatsoever, provided however that neither the rights of any Pensioner, nor the rights of any Employee then entitled to apply for pension benefits under the Plan shall be prejudiced by such amendment, modification or termination and that no part of the Trust Fund provided for in the Plan shall revert to or become the property of the Company prior to the satisfaction of all liabilities to Pensioners and Employees under the Plan and the Trust Deed.

It is further provided that any certifiable past service event, within the meaning of the *Income Tax Act*, in respect of an Employee, shall be disregarded in determining the benefits to be paid under the Plan, in respect of an Employee, until a certification by the Minister of National Revenue under the *Income Tax Act* has been obtained in respect of the event.

Section X - General Provisions

1. The Plan shall not be deemed to constitute a contract between the Company and any Employee or to be a consideration for, or an inducement or condition of, the employment of any Employee and nothing in the Plan shall be deemed to give any Employee the right to be retained in the service of the Company or to interfere with the rights of the Company to discharge any Employee at any time.
2. No Employee prior to his retirement under conditions of eligibility for a pension under the Plan shall have any right or interest whatsoever in or to any portion of any funds which may be paid into any pension trust established pursuant to Section VII hereof, and no Employee or Pensioner shall have any right to pension benefits hereunder, except as provided in the Plan and to the extent of the assets of such trust.
3. The pensions and deferred life annuities provided under the terms of this Plan are for the Employee's own use and benefit. Except as specified in paragraph 7 of this Section X, money payable under the Plan is subject to the following restrictions:
 - (a) any transaction that purports to assign, charge, anticipate, surrender, or give as security any right of a person under the Plan or money payable under the Plan shall not be enforceable against the Plan; and
 - (b) money payable under the Plan is exempt from execution, seizure or attachment.
4. The Company will provide a written explanation to each Employee of the terms and conditions of the Plan and of any amendments thereto applicable to him, together with an explanation of the rights and duties of the Employee with reference to the benefits available to him under the terms of the Plan.

The Company shall also provide any other information required to be provided to

Employees (or to any individual with an interest in the Plan that is recognized under the *Pension Benefits Act*) including but not limited to, an annual statement and a statement upon termination of employment with the Company, in the manner prescribed and within the time period required under the *Pension Benefits Act*.

A copy of the Plan text, Funding Agreement, and any other relevant documents prescribed under the *Pension Benefits Act* may be examined by an Employee (or any other individual with an interest in the Plan that is recognized under the *Pension Benefits Act*) in accordance with the provisions of the *Pension Benefits Act*.

5. If the Company receives evidence satisfactory to it that a person entitled to receive any payment under this Plan is unable by reason of physical or mental infirmity arising from any cause whatsoever to receive such payment or to give a valid release therefor and there is no guardian, committee or other representative legally responsible for the estate of such person, the Company may make the payment 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 pension in trust for such person and the release of the person to whom such payment is made in trust shall be a valid and complete discharge of such payment.
6. The Company may direct the trustee to commute and upon such direction the trustee shall commute any periodic payment payable for lifetime from the Member's Normal Retirement Date which is less than a monthly amount equal to not more than one-twelfth (1/12) of two (2) percent of the YMPE in the year of the Member's termination of employment, or such other amount as may be prescribed under the *Pension Benefits Act*.
7. Notwithstanding paragraph 3 of this Section X, the right of any person to receive a benefit hereunder is subject to rights arising under a court order or written agreement between the spouses made under the provisions of the matrimonial property law of any province having appropriate jurisdiction over such person to the extent permitted under the *Pension Benefits Act*. A person claiming to be entitled to receive a benefit hereunder has the onus of proving to the satisfaction of the Company that she is so entitled and the Company may require the

claimant to provide such evidence, including evidence by way of affidavit, statutory declaration or certificate, as the Company requires to have the claim established.

Should an Employee assign any part of his accrued benefit under the Plan to his spouse on marriage breakdown, the spouse is entitled in respect of the spouse's interest in the pension benefits, on the Employee's termination of employment, to the same options as are available to the Employee in respect of his pension benefits.

8. An Employee who terminates employment with the Company before attaining age 55 may, within 60 days following the date of his termination or such other period as may be required by the *Pension Benefits Act* elect, in satisfaction of his right to a deferred pension, to transfer the Commuted Value of his deferred pension to:
 - (i) another registered pension plan, of which he is a member, if the other plan permits the transfer and if the transferred amount will be used to provide a pension in compliance with the *Pension Benefits Act*; or
 - (ii) a registered retirement savings arrangement as provided under the *Pension Benefits Act*; or
 - (iii) an insurance company to purchase a non-commutable deferred life annuity which shall not commence payment earlier than the Employee's attainment of age 55.

Any such transfer shall, however, be subject to such conditions and restrictions as may be prescribed by the *Pension Benefits Act*, depending upon the solvency status of the Plan from time to time.

In the event that a portability election is completed pursuant to this paragraph 8 the individual shall cease to be a member of the Plan and shall have no further rights under the Plan.

Notwithstanding the above, in the event the Commuted Value of an Employee's pension exceeds such maximum amount as may be prescribed under the *Income Tax Act*, the amount transferred in accordance with this paragraph 8 shall not exceed such maximum amount and the excess of the Commuted Value over the amount transferred shall be paid directly to the Employee in cash, subject to the requirements of the *Pension Benefits Act*.

9. (a) In the event that a former Employee who is in receipt of a pension under the Plan is re-employed by the Company as an Employee, he shall, for purposes of the Plan, be treated as a new Employee who has not had previous service with the Company, and the rights and benefits to which he may subsequently become entitled under the Plan shall be determined, subject to subparagraph (b)(i) below, without reference to Continuous Service or Credited Service with respect to his prior period of employment.
- (b) Such Employee may elect either:
 - (i) to recommence accruing Credited Service as of the date on which he completes two (2) years of Continuous Service in which event his pension from the Plan shall be suspended until his employment is again terminated. Upon such subsequent termination of employment, the Employee's pension will, subject to the requirements of the *Income Tax Act*, be re-computed to allow for any additional benefits that may have accrued during such period of re-employment; or
 - (ii) not to accrue further Credited Service; in which event he shall continue to receive his pension from the Plan.
- (c) Notwithstanding paragraph (b) above, if such re-employed Employee had been in receipt of a pension from the Plan at any time while employed by the Company, he shall continue to receive his pension and shall not accrue further benefits under the Plan during the period of re-employment.

10. A pension or deferred pension payable under this Plan shall not be capable of being surrendered or commuted except as specifically provided in the Plan.

Section XI - Construction

The Plan shall be construed in accordance with the laws of the Province of Ontario, Canada.

Appendix I

Additional Pensions

1. Any additional pension provided under this Appendix I shall be subject to the maximum pension limitation under subsections 2.(a)(3) and 2.(b)(2) of Section III.
2. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by Local Union 1031,5220 or 5529, United Steelworkers of America who retired prior to August 31, 1966 and who actually received a pension in respect of the month of September, 1966 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of September, 1966, in respect of the month of September, 1966.
3. A Joint Annuitant with a Pensioner who was an Employee other than an Employee represented by Local Union 1031, 5220 or 5529, United Steelworkers of America who retired prior to August 31, 1966 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant or such Pensioner actually received a pension in respect of the month of September, 1966. The first payment of such additional pension shall be made on the later of the last day of September, 1966, in respect of the month of September, 1966, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
4. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 1031, United Steelworkers of America, and who retired prior to April 1, 1967 and who actually received a pension in respect of the

month of April, 1967 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of April, 1967, in respect of the month of April, 1967.

5. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 1031, United Steelworkers of America and who retired prior to April 1, 1967 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant or such Pensioner actually received a pension in respect of the month of April, 1967. The first payment of such additional pension shall be made on the later of the last day of April, 1967, in respect of the month of April, 1967, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
6. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by Local Union 1031, 5220 or 5529, United Steelworkers of America who retired prior to August 31, 1966 and who actually received a pension in respect of the month of November, 1969, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of November, 1969, in respect of the month of November, 1969.
7. A Joint Annuitant with a Pensioner who was an Employee other than an Employee represented by Local Union 1031, 5220 or 5529, United Steelworkers or America who retired prior to August 31, 1966 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of November, 1969. The

first payment of such additional pension shall be made on the later of the last day of November, 1969, in respect of the month of November, 1969, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

8. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 1031, United Steelworkers of America, and who retired prior to April 1, 1967 and who actually received a pension in respect of the month of January, 1970, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of January, 1970, in respect of the month of January, 1970.
9. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 1031, United Steelworkers of America, and who retired prior to April 1, 1967 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of January, 1970. The first payment of such additional pension shall be made on the later of the last day of January, 1970, in respect of the month of January, 1970, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
10. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by Local Union 5220 or 5529, United Steelworkers of America who retired prior to August 1, 1972 and who actually received a pension in respect of the month of August, 1972 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of August, 1972, in respect of the month of August, 1972.

11. A Joint Annuitant with a Pensioner who was an Employee other than an Employee represented by Local Union 5220 or 5529, United Steelworkers of America who retired prior to August 1, 1972 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1972. The first payment of such additional pension shall be made on the later of the last day of August, 1972, in respect of the month of August, 1972, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
12. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 5529, United Steelworkers of America, and who retired prior to September 1, 1972 and who actually received a pension in respect of the month of September, 1972 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of September, 1972, in respect of the month of September, 1972.
13. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 5529, United Steelworkers of America, and who retired prior to September 1, 1972 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the Pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of September, 1972. The first payment of such additional pension shall be made on the later of the last day of September, 1972, in respect of the month of September, 1972, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

14. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to October 1, 1972 and who actually received a pension in respect of the month of October, 1972, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of October, 1972, in respect of the month of October, 1972.
15. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to October 1, 1972 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of October, 1972. The first payment of such additional pension shall be made on the later of the last day of October, 1972, in respect of the month of October, 1972, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
16. An additional pension of Fifteen Dollars (\$15.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by Local Union 5220 or 5529, United Steelworkers of America, and who retired prior to August 1, 1972 and who actually received a pension in respect of the month of December, 1974 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of January, 1975, in respect of the month of January, 1975.
17. A Joint Annuitant with a Pensioner who was an Employee other than an Employee represented by Local Union 5220 or 5529, United Steelworkers or America, and who retired prior to August 1, 1972 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Fifteen Dollars (\$15.00)

which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a Pension in respect of the month of December, 1974. The first payment of such additional pension shall be made on the later of the last day of January, 1975, in respect of the month of January, 1975, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

18. An additional pension of Fifteen Dollars (\$15.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 5529, United Steelworkers of America, and who retired prior to September 1, 1972 and who actually received a pension in respect of the month of December, 1974 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of January, 1975, in respect of the month of January, 1975.
19. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 5529, United Steelworkers of America, and who retired prior to September 1, 1972, and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Fifteen Dollars (\$15.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of December, 1974. The first payment of such additional pension shall be made on the later of the last day of January, 1975, in respect of the month of January, 1975, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
20. An additional pension of Fifteen Dollars (\$15.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to October 1, 1972 and who actually received a pension in respect of the month of December, 1974 continuing so long as the pension to which such Pensioner is

entitled shall be paid. The first payment of such additional pension shall be made on the last day of January, 1975, in respect of the month of January, 1975.

21. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to October 1, 1972 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Fifteen Dollars (\$15.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of December, 1974. The first payment of such additional pension shall be made on the later of the last day of January, 1975, in respect of the month of January, 1975, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
22. An additional pension for Forty Dollars (\$40.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to August 1, 1975 and who actually received a pension in respect of the month of August, 1975 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of August, 1975, in respect of the month of August, 1975.
23. A Joint Annuitant with a Pensioner other than a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to August 1, 1975 and who survives or has survived such Pensioner shall be entitled to an additional pension in the amount equal to that proportion of Forty Dollars (\$40.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1975. The first payment of such additional pension shall be made on the later of the last day of August, 1975, in respect

of the month of August, 1975, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

24. An additional pension of Forty Dollars (\$40.00) per month shall be payable to a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to November 1, 1975 and who actually received a pension in respect of the month of November, 1975 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of November, 1975, in respect of the month of November, 1975.
25. A Joint Annuitant with a Pensioner who was an Employee represented by Local Union 5220, United Steelworkers of America, and who retired prior to November 1, 1975 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Forty Dollars (\$40.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of November, 1975. The first payment of such additional pension shall be made on the later of the last day of November, 1975, in respect of the month of November, 1975, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
26. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by Local 6951, United Steelworkers of America and who retired prior to August 1, 1978 and who actually received a pension in respect of the month of August, 1978 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of August, 1978, in respect of the month of August, 1978.
27. A Joint Annuitant with a Pensioner other than a Pensioner who was an Employee represented by Local 6951, United Steelworkers of America and who retired prior to August

1, 1978 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1978. The first payment of such additional pension shall be made on the later of the last day of August, 1978, in respect of the month of August, 1978, or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

28. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to an Employee other than an Employee represented by Local 6951, United Steelworkers of America and who retires after August 1, 1978 but before August 1, 1979 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of the month in which such Pensioner shall first become entitled to such pension.
29. A Joint Annuitant of a Pensioner other than a Pensioner who was an Employee represented by Local 6951, United Steelworkers of America and who retired after August 1, 1978 but before August 1, 1979 and who survives such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
30. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by Local 6951, United Steelworkers of America and who retired prior to October 1, 1978 and who actually received a pension in respect of the month

of October, 1978 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of October, 1978, in respect of the month of October, 1978.

31. A Joint Annuitant with a Pensioner who was an Employee represented by Local 6951, United Steelworkers of America and who retired prior to October 1, 1978 and who survives or has survived such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of October, 1978. The first payment of such additional pension shall be made on the later of the last day of October, 1978, in respect of the moth of October, 1978 or the last day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
32. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to an Employee represented by Local 6951, United Steelworkers of America and who retired after October 1, 1978 but before August 1, 1979 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the last day of the month in which such Pensioner shall first become entitled to such pension.
33. A Joint Annuitant of a Pensioner who was an Employee represented by Local 6951, United Steelworkers of America and who retired after October 1, 1978 but before August 1, 1979 and who survives such Pensioner shall be entitled to an additional pension in an amount equal to that proportion of Twenty Dollars (\$20.00) which the pension to which such Joint Annuitant is entitled bears to the Normal Pension of such Pensioner which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment

of such additional pension shall be made on the last day of the month to which such Joint Annuitant shall first become entitled to such pension or annuity.

34. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to a Pensioner who retired prior to August 1, 1981 and who actually received a pension in respect of the month of August, 1981, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on September 18, 1981, in respect of the months of August and September, 1981.
35. A Joint Annuitant with a Pensioner who retired prior to August 1, 1981 and who survived such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1981. The first payment of such additional pension shall be made on September 18, 1981 in respect of the months of August and September, 1981 or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
36. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner other than a Pensioner who was an Employee represented by United Plant Guard Workers or America - Local 1962 who retired prior to August 1, 1982 and who actually received a pension in respect of the month of August, 1982 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of August, 1982, in respect of the month of August, 1982.
37. A Joint Annuitant with a Pensioner other than a Pensioner who was an Employee represented by United Plant Guard Workers of America - Local 1962 who retired prior to August 1, 1982 and who survived such Pensioner shall be entitled to an additional pension of Twenty Dollars (\$20.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August,

1982. The first payment of such additional pension shall be made on the first day of August, 1982, in respect of the month of August, 1982, or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
38. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by United Plant Guard Workers of America - Local 1962 and who retired prior to October 1, 1982 and who actually received a pension in respect of the month of October, 1982 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of October, 1982, in respect of the month of October, 1982.
39. A Joint Annuitant with a Pensioner who was an Employee represented by United Plant Guard Workers of America - Local 1962 who retired prior to October 1, 1982 and who survived such Pensioner shall be entitled to an additional pension of Twenty Dollars (\$20.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of October, 1982. The first payment of such additional pension shall be made on the first day of October, 1982 in respect of the month of October, 1982, or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
40. An additional pension of Twenty Dollars (\$20.00) per month shall be payable to an Employee other than an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America or United Plant Guard Workers of America - Local 1962 and who retires after August 1, 1982 but before August 1, 1983 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such Pension.
41. A Joint Annuitant of a Pensioner other than a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of

America or United Plant Guard Workers of America - Local 1962 and who retired after August 1, 1982 but before August 1, 1983 and who survives such Pensioner shall be entitled to an additional pension of Twenty Dollars (\$20.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant or such Pensioner is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the first day of the month to which such Joint Annuitant shall first become entitled to such pension or annuity.

42. An additional pension of:

(a) Twenty Dollars (\$20.00) per month shall be payable to a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America, or

(b) Thirty Dollars (\$30.00) per month shall be payable to a Pensioner who was an Employee represented by Local 1005, 1195, 3258, 3260, 3561, 5220, 5328, 5871 or 6951 United Steelworkers of America,

who retired prior to August 1, 1983 and who actually received a pension in respect of the month of August, 1983 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of August, 1983, in respect of the month of August, 1983.

43. A Joint Annuitant with a Pensioner who retired prior to August 1, 1983 and who survived such Pensioner,

(a) represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America who retired prior to August 1, 1983 and who survived such Pensioner shall be entitled to an additional pension of Twenty Dollars (\$20.00) per month, or

- (b) represented by Local 1005, 1195, 3258, 3260, 3561, 5220, 5328, 5871 or 6951 United Steelworkers of America who retired prior to August 1, 1983 and who survived such Pensioner shall be entitled to an additional pension of Thirty Dollars (\$30.00) per month,

which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1983. The first payment of such additional pension shall be made on the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

44. An additional pension of Thirty Dollars (\$30.00) per month shall be payable to a Pensioner who was an Employee represented by United Plant Guard Workers of America - Local 1962 who retired prior to October 1, 1983 and who actually received a pension in respect of the month of October, 1983 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of October, 1983, in respect of the month of October, 1983.
45. A Joint Annuitant with a Pensioner who was an Employee represented by United Plant Guard Workers - Local 1962 who retired prior to October 1, 1983 and who survived such Pensioner shall be entitled to an additional pension of Thirty Dollars (\$30.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of October, 1983. The first payment of such additional pension shall be made on the first day of October, 1983, in respect of the month of October, 1983, or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
46. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to an Employee other than an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or

8782 United Steelworkers of America or United Plant Guard Workers of America - Local 1962 and who retires after August 1, 1983 but before August 1, 1984 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such pension.

47. A Joint Annuitant of a Pensioner other than a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America or United Plant Guard Workers of America - Local 1962 and who retired after August 1, 1983 but before August 1, 1984 and who survives such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
48. An additional pension of Ten Dollars (\$10.00) per month shall be payable to a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America and who retired prior to August 1, 1982 and who actually received a pension in respect of the month of August, 1984, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on August 1, 1984, in respect of the month of August, 1984.
49. A Joint Annuitant with a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers or America and who retired prior to August 1, 1982 and who survived such Pensioner shall be entitled to an additional pension of Ten Dollars (\$10.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner shall actually receive a pension in respect of the month of

August, 1984. The first payment of such additional pension shall be made on August 1, 1984 in respect of the month of August, 1984 or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

50. An additional pension of Thirty Dollars (\$30.00) per month shall be payable to a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers or America and who retired prior to August 1, 1982 but before August 1, 1983 and who actually receives a pension in respect of the month of August, 1984, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on August 1, 1984, in respect of the month of August, 1984.
51. A Joint Annuitant with a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America and who retired after August 1, 1982 but before August 1, 1983 and who survived such Pensioner shall be entitled to an additional pension of Thirty Dollars (\$30.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner shall actually receive a pension in respect of the month of August, 1984. The first payment of such additional pension shall be made on August 1, 1984 in respect of the month of August, 1984 or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
52. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America and who retired after August 1, 1983 but before August 1, 1984, and who actually receives a pension in respect of the month of August, 1984, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on August 1, 1984, in respect of the month of August, 1984.

53. A Joint Annuitant with a Pensioner who was an Employee represented by Local 1031, 3208, 3250, 3749, 3767, 5529, 8460 or 8782 United Steelworkers of America and who retired after August 1, 1983 but before August 1, 1984 and who survived such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner shall actually receive a pension in respect of the month of August, 1984. The first payment of such additional pension shall be made on August 1, 1984 in respect of the month of August, 1984 or the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
54. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to an Employee represented by United Plant Guard Workers - Local 1962 and who retires after October 1, 1983 but before October 1, 1984 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such pension.
55. A Joint Annuitant of a Pensioner who was an Employee represented by United Plant Guard Workers - Local 1962 and who retired after October 1, 1983 but before October 1, 1984 and who survives such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant or such Pensioner is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the first day of the month to which such Joint Annuitant shall first become entitled to such pension or annuity.
56. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to an Employee who retires after August 1, 1984 but before August 1, 1985, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such pension.

57. A Joint Annuitant of a Pensioner who was an Employee who retired after August 1, 1984 but before August 1, 1985 and who survives such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) which additional pension shall continue so long as the pension to which such Joint Annuitant shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
58. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to an Employee who retires after August 1, 1985 but before August 1, 1986 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such pension.
59. A Joint Annuitant of a Pensioner who was an Employee who retired after August 1, 1985 but before August 1, 1986 and who survives such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) which additional pension shall continue so long as the pension to which such Joint Annuitant shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.
60. An additional pension of Fifty Dollars (\$50.00) per month shall be payable to an Employee who retires after August 1, 1986 but before August 1, 1987 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such Pension.

61. A Joint Annuitant of a Pensioner who was an Employee who retired after August 1, 1986 but before August 1, 1987 and who survives such Pensioner shall be entitled to an additional pension of Fifty Dollars (\$50.00) which additional pension shall continue so long as the pension to which such Joint Annuitant shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month following the month in which retirement occurred. The first payment of such additional pension shall be made on the first day of the month in which such Joint Annuitant shall first become entitled to such pension or annuity.

62. An Employee who attains age sixty (60) years or more but less than age sixty-five (65) years as at November 30, 1984 and who elects to retire after August 1, 1984 but before December 1, 1984, shall be entitled to an additional supplemental pension of Three Hundred Dollars (\$300.00) per month which additional supplemental pension shall continue for two (2) years, or until the Pensioner attains age sixty-five (65) years, or until the death of such Pensioner occurs, whichever if first. The first payment of such additional supplemental pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such supplemental pension.

63. (a) An Employee who attains age sixty (60) years or more but less than age sixty-five (65) years as at March 31, 1986 and who elects to retire after November 30, 1985 but before April 1, 1986, shall be entitled to an additional supplemental pension of Thirty-Six Hundred Dollars (\$3,600.00) which additional supplemental pension shall be paid on the first day of the month following twelve (12) months after the month in which his retirement occurred provided, however, that in the event the Pensioner dies or attains age sixty-five (65) years prior to the payment of the Thirty-Six Hundred Dollars (\$3,600.00) lump sum he or his estate, whichever is applicable, shall be entitled to a lump sum payment equal to Thirty-six Hundred Dollars (\$3,600.00) multiplied by a fraction, the denominator of which is twelve (12) and the numerator of which is the number of complete calendar months the Pensioner lived after his retirement date, or the number of months between retirement and the month

following attainment of age sixty-five (65) years, to a maximum of twelve (12) months.

- (b) A Pensioner to whom sub-paragraph (a) of Paragraph 62 of this Appendix I applies shall, in addition to the payment described therein, be entitled to an additional supplemental pension of Three-Hundred Dollars (\$300.00) per month commencing on the date coincident with payment of the additional supplemental pension lump sum payment and continuing monthly thereafter until the Pensioner attains age sixty-five (65) years, or until the death of such Pensioner, or for twelve (12) months, whichever first occurs.
64. An additional pension of Eleven Dollars (\$11.00) per month per year of Credited Service shall be payable to an Employee who retires in August, September, October, November or December of 1987 continuing so long as the pension to which such Pensioner is entitled shall be paid or until December 31, 1987, whichever is first. The first payment of such additional pension shall be made on the first day of the month in which such Pensioner shall first become entitled to such pension. Such additional pension shall be deemed to be part of the Normal Pension for the purposes of Section IV Joint and Survivorship pension of this Plan and the provisions thereof apply mutatis mutandis to this paragraph 63.
65. An additional pension of Forty Dollars (\$40.00) per month shall be payable to a Pensioner who retired prior to August 1, 1987 and who actually received a pension in respect of the month of August, 1987 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of August, 1987 in respect of the month of August, 1987.
66. A Joint Annuitant with a Pensioner who retired prior to August 1, 1987 and who survived such Pensioner shall be entitled to an additional pension of Forty Dollars (\$40.00) per month which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled, shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1987. The first payment of

such additional pension shall be made on the first day of August, 1987, in respect of the month of August, 1987 or the first day of the month in which such Joint Annuitant shall first become entitled to such pension.

67. An additional pension of 3.6% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1990 and who actually received a pension in respect of the month of November, 1990 continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of December, 1990 in respect of the months of November and December, 1990.
68. A Joint Annuitant with a Pensioner who retired prior to August 1, 1990 and who survived such Pensioner shall be entitled to an additional pension of 3.6% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant or such Pensioner actually received a pension in respect of the month of November, 1990. The first payment of such additional pension shall be made on the first day of December, 1990, in respect of the months of November and December, 1990 or the first day of the month in which such Joint Annuitant shall become entitled to such pension.
69. An additional pension of 3.0% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1991 and who actually received a pension in respect of the month of August, 1991, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of August, 1991 in respect of the month of August, 1991.
70. A Joint Annuitant with a Pensioner who retired prior to August 1, 1991 and who survived such Pensioner shall be entitled to an additional pension of 3.0% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such annuitant or such Pensioner actually received a pension in respect of the month of August, 1991. The first payment of such additional pension shall be made on

the first day of August, 1991, in respect of the month of August, 1991 or the first day of the month in which such Joint Annuitant shall become entitled to such pension.

71. An additional pension of 3.0% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1992 and who actually received a pension in respect of the month of August, 1992, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of August, 1992 in respect of the month of August, 1992.
72. A Joint Annuitant with a Pensioner who retired prior to August 1, 1992 and who survived such Pensioner shall be entitled to an additional pension of 3.0% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such annuitant or such Pensioner actually received a pension in respect of the month of August, 1992. The first payment of such additional pension shall be made on the first day of August, 1992, in respect of the month of August, 1992 or the first day of the month in which such Joint Annuitant shall become entitled to such pension.
73. An additional pension of 1.4% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1993 and who actually received a pension in respect of the month of August, 1993, continuing so long as the pension to which such Pensioner is entitled shall be paid. The first payment of such additional pension shall be made on the first day of August, 1993 in respect of the month of August, 1993.
74. A Joint Annuitant with a Pensioner who retired prior to August 1, 1993 and who survived such Pensioner shall be entitled to an additional pension of 1.4% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1993. The first payment of such additional pension shall be made on the first day of August, 1993, in respect of the month of August, 1993 or the first day of the month in which such Joint Annuitant shall become entitled to such pension.

75. Each beneficiary listed below shall be provided with the benefit he would have been entitled to under paragraph 6 of Section IV of the Prior Plan as in effect at December 31, 1991 had the age 40 condition under the paragraph not existed at the time of the death of his Spouse:

C. A. Rowe

76. An additional pension of 2.3% of his pension payable to Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1995 and who actually received a pension in respect of the month of August, 1995, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 1995, in respect of the month of August, 1995.
77. A Joint Annuitant with a Pensioner who retired prior to August 1, 1995 and who survived such Pensioner shall be entitled to an additional pension of 2.3% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1995. The first payment of such additional pension shall be made on the first day of August, 1995, in respect of the month of August, 1995 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.
78. An additional pension of 1.2% of his pension payable to Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1996 and who actually received a pension in respect of the month of August, 1996, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 1996, in respect of the month of August, 1996.
79. A Joint Annuitant with a Pensioner who retired prior to August 1, 1996 and who survived such Pensioner shall be entitled to an additional pension of 1.2% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint

Annuitant or such Pensioner actually received a pension in respect of the month of August, 1996. The first payment of such additional pension shall be made on the first day of August, 1996, in respect of the month of August, 1996 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.

80. An additional pension of 1.2% of his pension payable to Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1996 and who actually received a pension in respect of the month of August, 1997, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 1997, in respect of the month of August, 1997.
81. A Joint Annuitant with a Pensioner who retired prior to August 1, 1996 and who survived such Pensioner shall be entitled to an additional pension of 1.2% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1997. The first payment of such additional pension shall be made on the first day of August, 1997, in respect of the month of August, 1997 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.
82. An additional pension of 0.9% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1997 and who actually received a pension in respect of the month of August, 1998, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 1998, in respect of the month of August, 1998.
83. A Joint Annuitant with a Pensioner who retired prior to August 1, 1997 and who survived such Pensioner shall be entitled to an additional pension of 0.9% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of

August, 1998. The first payment of such additional pension shall be made on the first day of August, 1998, in respect of the month of August, 1998 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.

84. An additional pension of 1.3% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1998 and who actually received a pension in respect of the month of August, 1999, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 1999, in respect of the month of August, 1999.
85. A Joint Annuitant with a Pensioner who retired prior to August 1, 1998 and who survived such Pensioner shall be entitled to an additional pension of 1.3% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 1999. The first payment of such additional pension shall be made on the first day of August, 1999, in respect of the month of August, 1999 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.
86. An additional pension of 1.9% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 1999 and who actually received a pension in respect of the month of August, 2000, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 2000, in respect of the month of August, 2000.
87. A Joint Annuitant with a Pensioner who retired prior to August 1, 1999 and who survived such Pensioner shall be entitled to an additional pension of 1.9% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 2000. The first payment of such additional pension shall be made on the first

day of August, 2000, in respect of the month of August, 2000 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.

88. An additional pension of 3.1% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 2000 and who actually received a pension in respect of the month of August, 2001, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 2001, in respect of the month of August, 2001.
89. A Joint Annuitant with a Pensioner who retired prior to August 1, 2000 and who survived such Pensioner shall be entitled to an additional pension of 3.1% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the month of August, 2001. The first payment of such additional pension shall be made on the first day of August, 2001, in respect of the month of August, 2001 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.
88. An additional pension of 0.8% of his pension payable at Normal Retirement Date shall be payable to a Pensioner who retired prior to August 1, 2001 and who actually received a pension in respect of the months of August, 2001, and August, 2002, continuing so long as the pension to which such Pensioner is entitled to be paid. The first payment of such additional pension shall be made on the first day of August, 2002, in respect of the month of August, 2002.
90. A Joint Annuitant with a Pensioner who retired prior to August 1, 2001 and who survived such Pensioner shall be entitled to an additional pension of 0.8% of the lifetime pension payable to such Joint Annuitant, which additional pension shall continue so long as the pension to which such Joint Annuitant is entitled shall be paid provided that such Joint Annuitant or such Pensioner actually received a pension in respect of the months of August, 2001 and August, 2002. The first payment of such additional pension shall be

made on the first day of August, 2002, in respect of the month of August, 2002 or, if later, the first day of the month in which such Joint Annuitant shall become entitled to such pension.

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**Stelco Inc. Bargaining Unit Pension Plan
for Lake Erie Steel Company
Members of United Steelworkers of America
(Conformed to May 24, 2000)**

**Stelco Inc. Bargaining Unit Pension Plan
for Lake Erie Steel Company Members of United Steelworkers of America**

The Stelco Inc. Bargaining Unit Pension Plan for Lake Erie Works Members of United Steelworkers of America (the "Plan") was established on August 1, 1993 to provide pension benefits to employees of the Company who are members of United Steelworkers of America employed at the Lake Erie Works Plant. The Plan is a successor to the Stelco Inc. Bargaining Unit Pension Plan for Members of United Steelworkers of America (the "Prior Plan") as the Prior Plan applied to employees of the Company who were employees of the Lake Erie Works Plant of the Company prior to August 1, 1993 and former employees of the Lake Erie Works Plant of the Company who were members of United Steel Workers of America, and continues the benefits of the Prior Plan in force without change with respect to such employees, former employees and as to new employees. The benefits shall include all increases in pension provided under Section X of the Prior Plan, as attached as Appendix I hereto.

Effective July 1, 1996, Stelco Inc. sold the business formerly carried on by its Lake Erie Works Unit to Lake Erie Steel Company Ltd. As of such date, the employment of Employees under the Plan was transferred to Lake Erie Steel Company Ltd. and Lake Erie Steel Company Ltd. assumed responsibility as the sponsor and administrator of the Plan. Benefits of the Plan in force on June 30, 1996 continued without change with respect to employees and former employees of the Lake Erie Works Unit of Stelco Inc. as at June 30, 1996. As of July 1, 1996, the name of the Plan was changed to Lake Erie Steel Company Ltd. Bargaining Unit Pension Plan for Members of United Steelworkers of America.

Effective January 1, 1999, Lake Erie Steel Company Ltd. and Stelco Inc. were amalgamated. On and after that date Stelco Inc. assumed responsibility as the sponsor and administrator of the Plan. Benefits of the Plan in force on January 1, 1999 continue without change with respect to employees and former employees of Lake Erie Steel Company Ltd. as at December 31, 1998. As of January 1, 1999, the name of the Plan is changed to Stelco Inc. Bargaining Unit Pension Plan for Lake Erie Steel Company

Members of United Steelworkers of America.