CANADIAN NATIONAL RAILWAY COMPANY

DENTAL PLAN

FOR

INTERMODAL EMPLOYEES
REPRESENTED BY

UNIFOR

Agreement 5.55

Effective May 1, 2023

FOREWORD

This booklet explains the **Dental Plan for railway employees represented by Unifor in Canada and their dependents,** put in place as the result of negotiations between CN and your labour union.

The cost of the Dental Plan is currently paid by the Company and provides a wide range of basic and major restorative services. It is administered by Sun Life of Canada.

What follows is a summary of the main features of the Plan. While every effort has been made to ensure that this booklet is accurate, the Plan Contract **No. 025725** is the governing document. The program is also intended to comply with all federal and provincial laws. In the event of any conflict, the terms of the applicable laws will govern.

Please read this booklet carefully and keep it as a reference. If any further information is required, contact the Benefits Administration Group at 1-800-363-6060 and follow the instructions.

TABLE OF CONTENTS

Page

ELIGIBILITY

You and your eligible dependents are covered on the first day of employment.

You remain covered during each month in which you have compensated service until coverage terminates as explained in the "Termination of coverage" section of this booklet.

Enrolment in the Plan is automatic.

Eligible Dependents

The following members of your family are considered eligible dependents:

- your spouse (if you and your spouse are separated, your spouse must be supported by you in order to be considered eligible);
- your unmarried children (including your spouse's children and this includes children from your previous marriage if the Plan member divorces and remarries), dependent on you for financial support, and who are:
  - under age 21 and living with you or your eligible spouse (or shared custody);
  - under age 25 (under age 26 if a resident of Quebec), if registered as a full-time college or university student in an educational institution recognized under the Income Tax Act (Canada). A child who works less than 15 hours a week is also considered entirely dependent on the employee for financial support;
  - handicapped before age 21, continue to qualify as long as they:
    - > are incapable of self-support because of a physical or mental disability,
    - > depend on you for financial support and maintenance, and
    - > remain unmarried.

NOTE 1: "Spouse" means

(i) the person who is legally married to the employee and who is residing with or supported by the employee, or

(ii) if there is no legally married spouse that is eligible, the person with whom the employee has been cohabiting for at least one year (sooner if a child is born of their union) and both are free to marry; or

(iii) the person with whom the employee has been cohabiting for at least three years (sooner if a child is born of their union) if one or the other is, by law, prohibited from marrying by reason of a previous marriage.

NOTE 2: The spouse of a CN employee who is covered under this plan as an employee can be designated as a dependent of the employee for Dental Plan coverage if such spouse loses his or her own coverage.

PLAN PROVISIONS

The Plan provides you and your eligible dependents with financial assistance for necessary dental care expenses not covered by your provincial government health plans. It provides reimbursement for charges of dentists, physicians or other qualified personnel under the direct supervision of the dental or medical profession, for example, dental assistants and dental hygienists. Also covered are charges for services provided by specialists, dental mechanics, denturologists, denturists, and denture therapists, who are permitted by law to deal directly with the public. If no fee guide is issued, the customary fees used by the insurer will be applied.

Deductible

After an annual deductible of $40 per family has been paid, the Plan reimburses eligible dental expenses.

The deductible is the amount of eligible expenses you pay each year before the Plan begins to reimburse you.

Covered Percentage

The Plan reimburses 100% of eligible expenses for basic dental care services and 50% of the expenses you incur for major restorative and prosthodontic services.

Maximum

The combined yearly maximum per person that can be reimbursed for basic dental care services and major restorative services combined, will be as follow:

Effective May 1, 2023	$2,050

If your coverage becomes effective July 1 or later, the combined maximum per person payable before the end of the year will be $1,025 per year.

The provincial fee guide will be used to determine the amount that is reimbursed to you.

Effective May 1, 2023:	the 2023 applicable provincial fee guides will be used
Effective January 1, 2024:	the 2024 applicable provincial fee guides will be used

If no fee guide is issued by a province, the customary fees used by the insurer will be applicable.

If you or your eligible dependents receive treatment outside Canada, reimbursement will be determined based on the fee guide under this Plan.

COVERED EXPENSES

Covered expenses are subject to the yearly deductible and maximums. If more than one professionally adequate procedure is possible, the least expensive one will be considered the covered expense.

Basic Dental Care Services
(Reimbursed at 100%)

- Oral examinations, cleaning and scaling of teeth, fluoride treatments and bite-wing x-rays: TWICE IN ANY CALENDAR YEAR BUT NO MORE THAN ONCE IN ANY FIVE-MONTH PERIOD;

- Full-mouth series of X-rays: ONCE EVERY 24 MONTHS;
- Extractions and alveolectomy (bone work) at time of tooth extraction;
- Dental surgery;
- General anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery;
- Amalgam, silicate, acrylic and composite fillings;
- Necessary treatment for relief of dental pain;
- Cost of medication when provided by injection in your dentist's office;
- Space maintainers for missing primary teeth and habit-breaking appliances;
- Consultations required by the attending dentist;
- Surgical removal of tumors, cysts, neoplasm's;
- Incision and drainage of abscess;
- Endodontics, including root canal therapy;
- Periodontal treatment (gum and tissue treatment);
- Pit and fissure sealants.

Major Restorative Services
(Reimbursed at 50%)

- Crowns and repairs of crowns;
- Inlays and onlays;
- Provision for an initial prosthodontic appliance (fixed bridge restoration, removable partial or complete dentures);
- Replacement of an existing fixed bridge or removable partial or complete denture in the following circumstances:

(a) it is over five years old and cannot be repaired;
(b) it replaces a temporary appliance installed while you were covered by the Plan. In this case, the replacement is considered permanent;
(c) it is required because of the installation of an initial opposing denture while you were covered by the Plan;
(d) it is required as the result of an accidental dental injury that occurs while you are covered by the Plan;
(e) if necessitated by the extraction of additional teeth, while you are covered by the Plan. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.

- Repairs to existing dentures, including relining, rebasing;

- Procedures involving the use of gold, only if the use of a reasonable substitute consistent with generally-accepted dental practice would not result in a lower cost. If a less expensive substitute could have been used, only the lower cost is covered;

- Orthodontic treatment (braces and corrective devices) – treatment will be available to the employee and his/her dependent(s). The Plan will reimburse up to 50% of the charges for treatment up to a lifetime maximum of $750 per covered individual (effective June 1, 2019).

TREATMENT PLAN FOR EXPENSES IN EXCESS OF $400

For you and your dentist to know in advance how much the Dental Plan will reimburse, you must file a treatment plan whenever the total cost of the proposed dental work is expected to exceed $400.

The plan describes the proposed treatment and its cost. Usually, the dentist completes the standard claim form, indicating the services to be performed and includes X-rays and laboratory fees, if necessary, and sends it to Sun Life, which determines the amount to be reimbursed under the Dental Plan. A list of their offices is shown in the "Sun Life Claim Offices" section of this booklet.

EXPENSES NOT COVERED

The Plan does not cover:

- Cosmetic treatment, dietary planning, plaque control, oral hygiene instruction, congenital or developmental malformation;

- Cost of dentures which have been lost, mislaid or stolen;
- Charges for missed appointments or for completion of claim forms required by Sun Life;
- Treatment received from a dental or medical department maintained by CN, a labour union, a mutual benefit association or similar type of group;
- Treatment that is free of charge or covered by a government or for which any government prohibits payment;
- Treatment required as a result of any intentionally self-inflicted injury, war, participating in a riot or insurrection;
- Services and supplies rendered for full-mouth or major reconstructions, vertical dimension correction or correction of a temporal mandibular joint dysfunction;
- Treatment not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- Treatment required as a result of an injury sustained while working for pay or profit other than for CN; or
- Injury of an eligible dependent working for pay or profit;
- Any portion of dental expenses covered under Workers' Compensation or similar program.

COORDINATION OF BENEFITS

If you and your spouse are covered by different Dental Plans, the combined benefits from the two plans cannot exceed the expenses actually incurred. They are coordinated as follows:

- Expenses incurred by your spouse are reimbursed first by your spouse's plan and then by the *CN Dental Plan*, if a balance remains;
- Expenses incurred for eligible children are first reimbursed by the plan of the parent whose birthday falls earliest in the year.

TERMINATION OF COVERAGE

Your coverage and coverage for your dependents under the Dental Plan terminates, as follows:

In case of

1. **resignation or dismissal**, on the date your employment relationship ends;

2. **retirement**, at the end of the month in which you retire under the pension plan rules;

3. **leave of absence**, on the last day worked (except as indicated in the section entitled "Continuation of Coverage");

4. **layoff, strike, lock-out or death** on the last day worked.

Coverage for dependents ends on the date your coverage ends (except in case of death, at the end of the month in which you die) or on the date the dependent ceases to meet the eligibility criteria outlined in the "Eligibility" section of this booklet.

If you are transferred out of a bargaining unit covered by this Plan into another position in the Company, where the Plan does not apply, your coverage terminates on the last day of the month in which you worked in the bargaining unit.

CONTINUATION OF COVERAGE

1. In cases of leave of absence due to disability covered by Workers' Compensation, your coverage will be maintained at no cost to you for the entire period during which you are receiving Workers' Compensation benefits and undergoing treatment and rehabilitation at the expense of a Workers' Compensation authority, until you are age 65.

2. In cases of leave of absence due to illness or injury not covered by Workers' Compensation authority, coverage will be maintained at no cost to you for the duration of your leave from the end of the month in which the leave of absence begins, provided that you are in receipt of short-term disability benefits or employment insurance sickness benefits. Dental coverage will end at the end of STD. There is no dental coverage during the LTD period.

3. In cases of maternity, parental and compassionate care leave, your coverage will be continued for the duration of the leave.

4. During the closure of the Main Shops for annual vacation, eligible employees who are laid off involuntarily will have emergency dental treatment covered by the Plan.

In cases of layoff, strike, lock-out and retirement (and for dependents, in the event of death), expenses for crowns, bridgework or dentures for which an impression was taken and the tooth or teeth prepared before your coverage terminates, and which are installed within 30 calendar days after the termination of your coverage, are considered eligible expenses.

REINSTATEMENT OF COVERAGE

You are automatically covered from the date you return to active work if your coverage has been terminated while you were laid off or on leave of absence, on strike, lock-out or dismissed but reinstated.

HOW TO MAKE A CLAIM

When you wish to file a dental claim:

1. Obtain a dental form from CN's ePortal. You can also use the dentist's standard claim form; however, be sure to attach a completed Part 2 of the CN claim form.

a) Complete Part 2 of the claim form and ask your dentist to complete the appropriate sections;

b) Send the signed, fully completed form to the Sun Life office nearest to your official residence. The addresses are listed in the section entitled "Sun Life Claim Offices" section of this booklet or on the claim form.

2. Your dentist may also submit your claim electronically but must indicate 025725 as the policy number.

NOTE: Sun Life MUST receive your claim no later than 90 days after the end of the calendar year during which you incur the expenses.

Sun Life will send the claim payment either to you or to your dentist, depending upon the arrangements you make with your dentist (see Part 1 of the claim form).

A separate claim form is required for each patient and you may claim as often as you have dental expenses covered by the Plan. You should complete and send in a claim form even if your first expense is less than the deductible of $40.

When enquiring about a dental claim at Sun Life always quote your Plan no. 025725, as well as your member I.D. (1+PIN).

SUN LIFE CLAIM OFFICES

Sun Life of Canada
P.O. Box 11658, Stn CV
Montreal, QC
H3C 6C1
Toll-Free: 1-800-361-6212

Sun Life of Canada
P.O. Box 2010, Stn Waterloo
Waterloo, Ontario
N2J 0A6
Toll-Free: 1-800-361-6212

DISPUTE OF CLAIMS

You are responsible to complete the claim forms and to supply proof of expenses incurred as deemed necessary and appropriate by Sun Life.

If you are denied all or any part of a claim, you will receive a notice, in writing, giving the specific reasons for such denial and a description of any additional material necessary in support of the claim.

You have 60 calendar days from the day of denial in which to take action.

If the denial is on the basis of technique or treatment, work with your dentist to provide information and documentation and submit it to the appropriate Sun Life Benefit Payment Office for review.

If denial is on the basis of eligibility, contact the Benefits Administration Group at 1-800-363-6060 and follow the instructions. If they cannot resolve the issue within the 60 days, you may request that it be submitted by the Company and union officers concerned to CN's Benefits Administrative Committee for review.

SIGNATORY RAILWAY AND SIGNATORY UNION

Signatory Railway:

Canadian National Railway Company (CN)

Signatory Union:

UNIFOR