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June 5, 2013

Ms. Rhonda Booth
Financial Services Tribunal
5160 Yonge Street
14th Floor, Box 85
Toronto ON M2N 6L9

BY FAX @ 416-226-7750
and DELIVERED

Dear Madame Registrar:

Re: Financial Services Tribunal File No P0521-2013; Navistar Canada Inc., Non-Contributory Retirement Plan – Registration No. 0351684; Application by Navistar International Corporation Canada; Application for Party Status by CAW-Canada and its Locals 127 and 35

Please find enclosed four copies of the Pre-Hearing Conference Brief of the CAW-Canada and its Locals 127 and 35. A copy of same has been delivered by fax and mail to counsel for the company, Navistar Canada Inc., and counsel for the Deputy Superintendent (Pensions).

Thank you for your attention to this matter.

Yours truly,

Lewis Gottheil

LEWIS GOTTHEIL
Counsel, CAW-Canada

LG/ww/cope343
Enclosures

cc. Mr. Mitch Frazer (by fax @ 416-865-7380 and mail)
Mr. Mark Bailey (by fax @ 416-590-7556 and mail)
B. Chernecki, J. Mitchell, J. Wareham, C. Wiebenga, S. Galea, J. Lucier, R. Reaume-Local 127

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FST File No. P0521-2012

FINANCIAL SERVICES TRIBUNAL

IN THE MATTER OF the *Pension Benefits Act,* R.S.O. 1990, c.P.8, as Amended by the *Financial Services Commission of Ontario Act, 1997,*S.O. 1997, c.28 (the "PBA")

AND IN THE MATTER OF a Notice of Intended Decision of the Superintendent dated March 7, 2013, to Make Orders under sections 77.3(1)(a) and (b) and 87 of the PBA relating to the Navistar Canada Inc. Non-Contributory Retirement Plan, Registration Number 0351684;

AND IN THE MATTER OF a Hearing in accordance with subsection 89(8) of the Act.

BETWEEN:

NAVISTAR CANADA INC.

Applicant

and

SUPERINTENDENT OF FINANCIAL SERVICES

Respondent

PRE-HEARING CONFERENCE BRIEF OF THE CAW-CANADA AND ITS LOCAL 127 AND 35 (Pre-Hearing Conference June 20, 2013)

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Part I – Introduction

1. The CAW-Canada and its Locals 127 and 35 represented, at all times material to this application, the hourly production and salaried office employees of the Applicant, Navistar Canada Inc. ("Navistar") at its truck manufacturing facility in Chatham, Ontario.

2. The CAW-Canada and its Local 127 and 35 and Navistar were parties to a production and an office collective agreement, respectively, both of which expired at 12:01 a.m., June 30, 2009.

3. The CAW-Canada and its Local 127 and 35 ("the Union") file this Pre-Hearing Conference Brief as directed by the Financial Services Tribunal ("FST") in its notice dated April 15, 2013.

4. This Brief responds to the submission of Navistar. Navistar has filed a request for a hearing to overturn, all or part, of a Notice of Intended Decision ("NOID") issued by the Deputy Superintendent of Pensions on March 7, 2013. In that NOID, the Deputy Superintendent directed that:

    (a) the Navistar Canada Inc. non-contributory retirement plan, registration number 0351684 be wound up in part, effective July 28, 2011, and that the windup include plan members who ceased to be employed at Navistar's assembly plant in Chatham, Ontario, after June 30, 2009, including those who

retired or voluntarily severed their employment with Navistar between June 30, 2009 and July 28, 2011.

(b) Navistar review the pension benefits or commuted value of the pension benefits of members who terminated employment prior to June 30, 2009, and, for each member of the plan who, at the date of his or her date of termination of employment met all the eligibility requirements for entitlement to receive the benefit, except the consent of Navistar re-calculate, pursuant to section 40(2) of the PBA, the member's pension benefit and commuted value of the pension benefit to include the value of the special early retirement benefit in section 1.03 of the plan.

(c) Navistar calculate, pursuant to section 40(2) and 74(7) of the PBA, the pension benefit or commuted value of the pension benefit of each member included in the partial windup to include the value of the special retirement benefit in section 1.03 of the plan, if at the effective date of the partial windup, the member met all of the eligibility requirements for entitlement to receive the special retirement benefit in section 1.03 of the plan except the consent of Navistar.

(d) Navistar calculate, pursuant to section 74(1.3) and (7) of the PBA, the pension benefit or commuted value of the pension benefit of each member of the plan whose combination of age plus years of continuous employment or membership in the plan equals at least 55 on the effective date of the partial windup, to include the value of the special early retirement benefit in section 1.03 of the plan, commencing once the member has met all eligibility requirements under section 1.03 of the plan, except the consent of Navistar.

(e) Navistar include in the credited service for the purpose of determining the pension benefit, or the commuted value of the pension benefit, of each member included in the partial windup who was on layoff or on company approved sick leave at the effective date of the partial windup, the additional accrual of credited service for the period of layoff or sick leave provided for in section 7.03(b)(iii) of the plan, if at the effective date of the partial windup, the member met all of the eligibility requirements in section 7.03(b)(iii) of the plan, whether or not the member returned to work.

(f) Navistar review the pension benefits or commuted value of the pension benefits of members who terminated employment prior to June 30, 2009, and, for each member of the plan who met all of the eligibility requirements in section 7.03(b)(iii) of the plan, re-calculate the member's pension benefit and commuted value of the pension benefit to include the additional accrual of

credited service for the period of layoff or sick leave provided for in section 7.03(b)(iii) of the plan, whether or not the member returned to work.

Part II – Overview

5. At the end of 2008, Navistar employed approximately 775 workers in Chatham who were members of the plan.

6. By June 30, 2009, the date the collective agreements with the union expired, all able bodied employees of Navistar in Chatham had been laid off, indefinitely, on the basis of a deliberate and planned restructuring initiative implemented by the Company upon the expiry of certain constraints in the collective agreements.

7. Layoff notices issued in late 2008 and 2009 were not temporary or pre-cautionary in nature. Nor did they reflect a cyclical market, or soft product demand. They reflected Navistar's re-organizational strategy which was made clear at the bargaining table to the Union, and publicly to employees and the community at large.

8. Commencing in or about May, 2009, Navistar made clear that post June 30, 2009, it would continue operations in its Chatham facility with only 100 employees. Only day cab units would be assembled. Paint work would be eliminated. Maintenance and other skilled trades work would be outsourced. No other way forward was offered or contemplated by Navistar.

9. When the Union did not consent to fashion a collective agreement to match the restructuring decisions made by Navistar, the Company permanently and completely shuttered the plant on July 28, 2011, a decision that was in effect preordained by the strategy in place as of June 30, 2009.

Part III – The Facts

10. The Union relies on the facts set out in the NOID herein, including the facts specifically mentioned at paragraphs 1-12 and 15-16 of the reasons expressed in the notice.

Part IV – Preliminary Matters

11. The Union submits that the FST has jurisdiction over this appeal.

12. The Union acknowledges that Navistar does not oppose the Union's request for party status. Therefore, the Union confirms its request that such an Order in its favour be granted at the Pre-Hearing Conference.

13. The Union submits that the NOID of the Deputy Superintendent should be endorsed and confirmed by the FST.

Part V - Matters in Issue

14. The Union submits that the NOID and Navistar's Notice of Appeal raise the following issues:

(a) whether plan members who voluntarily severed or retired from their employment with Navistar between June 30, 2009 and July 28, 2011, are part of the "windup group" affected by the events giving rise to the partial windup of the plan;

(b) whether plan members who terminated their employment before July 28, 2011, and met all the eligibility requirements for entitlement to the special early retirement benefit in section 1.03 of the plan, other than the consent of Navistar, are entitled to the special early retirement benefit;

(c) whether plan members whose combination of age plus years of continuous employment or membership in the plan equals 55 points or more, on the effective date of plan windup, are entitled to the special early retirement benefit, once the member has met all eligibility requirements under section 1.03 of the plan, except the consent of Navistar;

(d) whether Navistar must re-calculate plan members pension benefit, and/or the commuted value of the pension benefit, to include the additional accrual of credited service for the period of layoff or sick leave as provided for in section 7.03(b)(iii) of the plan, whether or not the plan member returned to work;

(e) whether the FST has the jurisdiction to confirm the direction made by the Deputy Superintendent with respect to the issue outlined above in subparagraph (d);

(f) what Order should the FST make in light of its determinations of the issues above.

Part V – The Windup Group – Concise Submission

15. The Windup Group defined by the NOID is appropriate. All of the plan members identified in the group ceased to be employed by Navistar as a result of the discontinuance of all or part of the business of Navistar, or as a result of the reorganization of its business in Chatham. Any employees who retired or severed their employment from November 2008 to July 28, 2011 did so in the face and context of a restructuring and closure initiative made transparent by Navistar from May, 2009 forward to July 28, 2011.

16. The submissions made by Navistar with respect to employees who severed or retired from their employment and purportedly signed waivers allegedly compromising their rights under the PBA are simply beside the point.

17. The PBA is a statute which guarantees certain minimum standards in the administration and operation of pension plans in Ontario; any alleged waiver or release of liability relied on by Navistar to preclude the application of the PBA to the rights and entitlements of plan members is of no effect.

18. In its letter dated April 5, 2012 delivered to the Deputy Superintendent, the Union explored further the issue of the scope of the Windup Group of plan members and how the application of the Rule of 55 and deemed consent provisions of the PBA

(section 74) enhance the rights of members of the Windup Group to special early retirement benefits.

19. The Union continues to rely on these submissions (see attached) and the reasons incorporated in the NOID under review.

Part VI – Jurisdictional Issue - Submissions

20. Navistar submits that the Deputy Superintendent's NOID with respect to the administration of Article 7.03(b)(iii) of the plan, regarding enhancements to credited service for certain laid off and disabled plan members, falls outside the jurisdiction of the Deputy Superintendent.

21. The Union disagrees.

22. Navistar has plainly made clear its intention not to grant certain laid off or disabled workers an additional accrual of credited service for their period of layoff or sick leave up to approximately an 0.9 unit of credited service under Article 7.03(b)(iii).

23. While Navistar agrees that the Deputy Superintendent had the jurisdiction to deal with the issue of eligibility for special early retirement benefits under the plan, likewise, the Union says that the Deputy Superintendent had the jurisdiction to review and make a direction with respect to the additional accrual of credited service

provided for in section 7.03(b)(iii) of the plan, with respect to all plan members affected by the restructuring and closure initiative of Navistar.

24. Both issues concern the proper and lawful administration of the plan subject to the terms of the *Pension Benefits Act* ("PBA"), and were brought to the attention of the Deputy Superintendent through the course of his dealings with the parties.

25. As noted in the NOID at paragraphs 41 and 47, section 87 of the PBA authorizes the Superintendent by order to require that an administrator "take or refrain from taking any action in respect of a pension plan or a pension fund" if the Superintendent is of the opinion, upon reasonable and probable grounds, that a pension plan is not being administered in accordance with the PBA, regulations under the PBA, or the terms of the pension plan.

26. Therefore, notwithstanding the fact that a partial plan windup report has yet to be filed by Navistar, the Superintendent has the plenary authority to direct Navistar to administer the plan in a manner that is consistent with the terms of the plan and the PBA, if the Deputy Superintendent has reason to believe that the plan is not being so administered.

27. In this particular matter, the Deputy Superintendent gained reasonable grounds for such an opinion, based upon his communications and exchanges with the parties, outside of the "off the record" discussions referred to below.

28. Further, the Union disputes Navistar's assertion that the Deputy Superintendent remarked at some time, that he did not have the jurisdiction to entertain the issue of accrual of credited service under Article 7.03(b)(iii) of the plan.

29. Moreover, any such alleged observation by the Deputy Superintendent would have had to have been made in the course of without prejudice discussions agreed to by the parties, in which the Deputy Superintendent was attempting to assist the Union and Navistar settle the pension issues between them.

30. It is beyond dispute that all of the remarks made by the parties in the course of the mediation exercise, including the statements made by the Deputy Superintendent, were "off the record", and therefore inadmissible in any future proceedings.

31. In any event, whatever the Deputy Superintendent may have said or not said, he has expressed his directions in the NOID herein, and now it is up to the FST to decide if his directions are appropriate.

Part VII – Credited Service for Time on Layoff or Sick Leave

32. The Union submits that the language of Article 7.03(b)(iii) is clear and unambiguous.

33. Under the terms of the plan, employees laid off or on Company approved sick leave, whether in 2008 or 2009, whether or not they return to work, provided they have received pay for 170 hours in their year of layoff (2008 or 2009) are entitled to receive credited service during their period of layoff until a total of 1530 hours of

additional credit is granted for the period of layoff. There is no requirement that plan members return to work to obtain that credit.

34. The Union disputes the assertion that it has made written agreements which apply Article 7.03(b)(iii) such that the crediting of service as noted above is not made if the member does not return to work.

35. In any event, no past practice of any degree may be determinative of the meaning of plan language if, as is the case here, the language is plain and unambiguous. Navistar's submission at paragraphs 43-45 would have the Deputy Superintendent (or the FST in his place) amend the pension plan without authority or justification, and add a condition with respect to "a return to work" which is simply not part of the plan.

Part VIII – The Hearing

36. The Union agrees that Navistar should present its case first. The Deputy Superintendent and then the Union should make their cases next.

37. Navistar has the right to reply to any new matters raised by the Deputy Superintendent or Union that could not have been reasonably anticipated by the Company, or considered to be part of Navistar's case in chief.

38. The Union reserves the right to call evidence regarding Navistar's communications to the Union, and to persons outside the Company between November 1, 2008 and July 28, 2011, regarding the operations, organization and status of its facility and business in Chatham, Ontario. The Union also reserves the right to call evidence with respect to the course of collective bargaining and related events as they pertain to the discontinuance of operations of Navistar's facility in Chatham and its closure on July 28, 2011. The Union suggests that all parties calling viva voce evidence should exchange witness statements reasonably in advance of a hearing.

39. The Union reserves the right to adduce documentary and viva voce evidence.

40. The Union does not anticipate that it will call any expert witnesses.

41. The Union anticipates that the hearing of evidence and argument will take five hearing days.

42. The Union is prepared to participate in the drafting of an Agreed Statement of Facts. The Union also submits that an Agreed Book of Documents should be assembled and delivered to the FST.

43. The Union will attend a settlement conference if one is convened.

44. The Union submits that the hearing should be convened as soon as possible, within the rules of natural justice.

All of which is respectfully submitted.

June 5, 2013

Lewis Gottheil
Counsel for the CAW-Canada
and its Locals 127 and 35

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Financial Services Commission of Ontario
Pension Plans Branch
5160 Yonge Street
Box 85
Toronto ON M2N 6L9

April 5, 2012

Attention: **K. David Gordon, Deputy Superintendent, Pensions**

Re: **International Truck and Engine Corporation Canada Non-Contributory Retirement Plan**

Registration Number: 0351684

Dear Mr. Gordon,

We are in receipt of Mr. Bruce Dobie's letter to you dated March 23rd 2012 and wish to respond to a number of the statements and assertions made in the letter. While we do not think it necessarily the best use of everyone's time to argue these points through an exchange of letters, we feel that some of what is stated in the March 23rd letter needs to be addressed. We would also suggest, given the complexity of the matters and the conflicting interpretations of the parties in this case, that it may be worthwhile for FSCO to considering scheduling a discussion between the parties and the Regulator in an attempt to resolve the outstanding issues. If such a meeting is something the Superintendent would consider valuable, feel free to contact me to make the appropriate arrangements. We also advise that the submission below represents a précis of our position. We reserve the right to make further and other submissions in the future as this matter evolves.

With respect to the main thrust of the Company submissions:

Navistar's submission goes to great lengths, in subsections b(iii) A through D, arguing the detail and applicability of the Guidelines set out in Exhibit C to the Plan. Navistar's arguments are all designed to justify a narrow, restrictive interpretation of the benefits contained in the Plan and the application of the Act and Regulations on the Plan in the context of a partial plan wind up.

We reject that approach and the analysis outright. In our view the relevant provision of the Plan that determines eligibility for enhanced Special Early Retirement benefits is contained in Section 1.03 of the Plan itself. The language in Section 1.03 reads as follows:

1.03 Special Early Retirement

An Employee who has attained age 55, but not age 65, and has completed 10 or more years of Credited Service, may be retired at the option of the Company, or under mutually satisfactory conditions, and shall upon proper application be entitled to a pension, provided, however, that an Employee discharged for cause shall not be eligible for a pension under this section.

Stated plainly, in our view the Special Early Retirement pension set out in Section 1.03 is an ancillary benefit as defined under Section 40 of the Act. By virtue of a partial wind up of the Plan, section 74(7) of the Act deems that employer consent required as a condition of eligibility is deemed to be given. The language in Exhibit C -- Parts A, B and C – is just that: an Exhibit to the Plan only; its only purpose to provide guidelines to show how employer discretion may be exercised from time to time during the normal course. In the circumstances of a full or partial wind up, however, these guidelines are irrelevant, therefore any discussion of the meaning and interpretation of Exhibit C is irrelevant to the preparation of a wind up report since there is NO employer discretion: consent is deemed to be granted for Special Early Retirement to all members who meet the rule of 55 under the Act.

The application of the provisions of Section 74 and the related regulations upon Section 1.03 of the Plan was decided in a prior decision of the Pension Commission of Ontario (Tribunal, 15 C.C.P.B. 1). In our view this case, the Caterpillar case, decided in 1996, is determinative in the present instance. In our view all plan members who are affected – who had their employment terminated -- by Navistar's decision to wind down and ultimately discontinue operations through the closure of the plant in Chatham are entitled to be included in the plan wind up, and eligibility for access to enhanced Special Early Retirement pensions under Section 1.03 of the Plan for those eligible is determined through the application of the Rule of 55 and deemed consent provisions of the Act.

Without prejudice to our view as set out above, assuming, but without accepting, that a discussion on the relevance of the Guidelines in Exhibit C has merit with respect to determining eligibility, we would argue that Navistar's submission puts forward an unjustifiably narrow view of the language in Exhibit C by focusing almost entirely on Part C of the Exhibit. In our view a comprehensive view of the Exhibit would be warranted, and the application of Parts A and B of Exhibit C must be considered and applied.

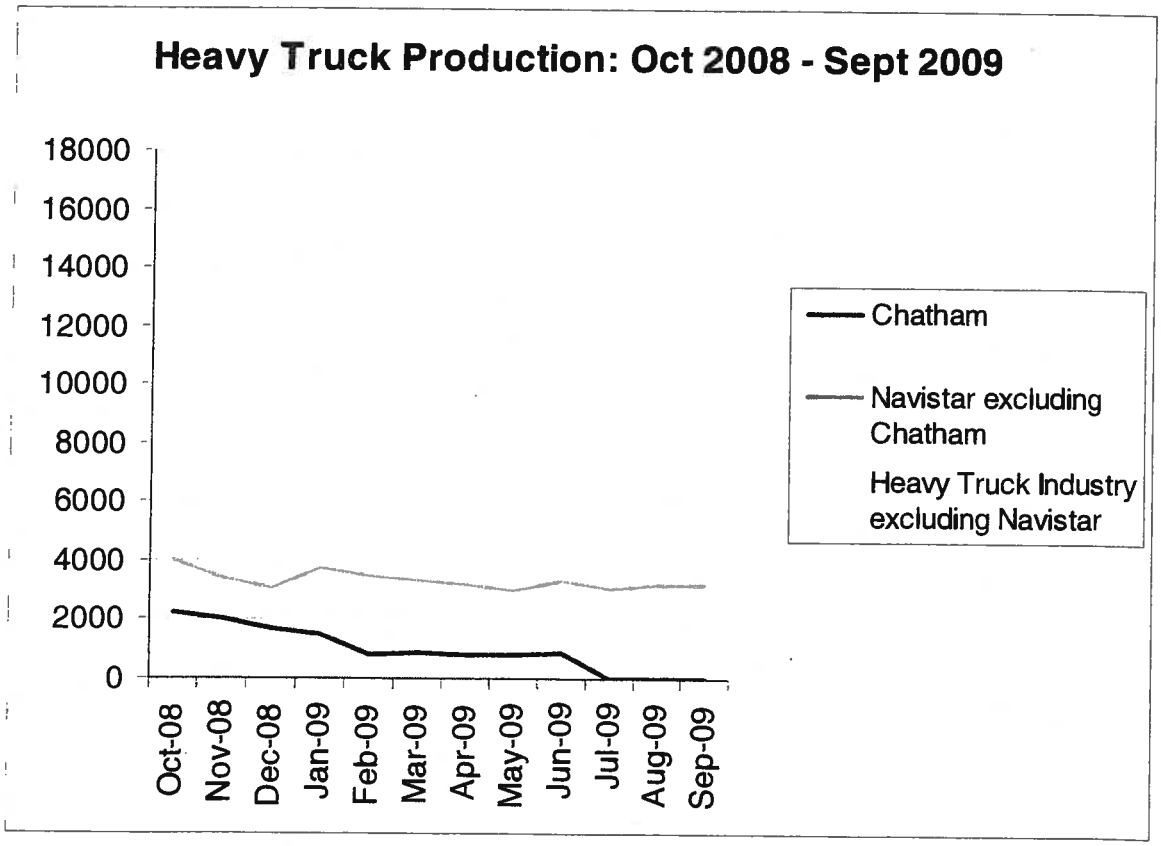
We remain willing to expand and elaborate our view on these matters, if necessary, through further submissions.

With respect to the remainder of the Navistar submission, we have the following comments:

(a) Background

The union does not dispute the economic turmoil caused to Canada's manufacturing sector as a result of the credit crisis in the United States. We note, however, that in its March 23rd submission Navistar has provided daily production volumes for select days in the months from November 2008 through June 2009, not order volume. In fact, as chart 1 shows, Navistar's reduction in production volumes at Chatham between October 2008 -- the last peak in heavy truck production volume -- and June 2009 is far greater than the reduction in production volume for either the industry as a whole, or Navistar's average production volumes at it's two other heavy truck plants. Chatham's production volume in each of the five months from February through June 2009 was no higher than 40% of the plant's volume in October 2008, with an average of approximately 39% of peak production. In contrast, Navistar's two other heavy truck plants combined never fell below 75% of October 2008 levels over this period, and averaged 79%. The heavy truck industry as a whole, excluding Navistar, never fell below 44% of October output, with average production levels at about half of October 2008 levels.

Chart 1 (source: Stark's)



Our contention is that Navistar began a process to wind-down the Chatham plant and reduced its truck production volumes in Chatham, and had no intention of resuming production in Chatham.

(b)(i) Date of Partial Wind Up

In our view of the Act is clear: a plan sponsor must give notice to members and the union of its intention to voluntarily wind up a pension plan prior to the wind u date. Navistar has to this date provided no such notice to members. Given that member entitlements under the PBA can potentially be dependent on the final date of wind up, with age and years of plan membership continuing to accrue, in our view Navistar should not be permitted to benefit financially through the order of a wind up date that precedes it giving proper notice to members. Navistar could have issued notice of its intention to wind up the plan along with its letter of July 28, 2011: it chose not to do so. Navistar could have provided notice of its intention to wind up the plan at any time after July 28, 2011 and the present: again, it chose not to do so. In our view the proper date for wind up is the date of our letter of March 9, 2012 to the Superintendent, in which we request a partial plan wind up of the Plan.

(b)(ii) Employees Included and Excluded in the Partial Wind Up

The Union reasserts our view that all plan members separated since the beginning of the reduction in production in late 2008 should be included in the partial plan wind up, and be eligible for any and all enhanced benefits that flow as a result of the partial wind up under the Plan and the Act.

This includes members who:

- retired from active service prior to June 30, 2009,
- retired between July 1 2009 and the announced closure date of July 28, 2011,
- severed employment after June 30 2009.

In each case, these members are directly affected by Navistar's decision to wind down and ultimately close the Chatham plant – all have had their employment prospects ended by that decision, and should not be disadvantaged as a result of Navistar intentionally delaying the official announcement of the closing of the Chatham plant. This holds regardless of the date or timing of the members' separation.

In the alternative, given the long duration of the wind down process in this case, an argument is supported for a series of partial wind ups of the Plan – the first covering the first layoff in 2008, the second covering the next group of laid off members in early 2009, etc., continuing through the final June 2009 layoffs – is justified. We are prepared to develop that argument further, if necessary, at the appropriate time.

In either case, however, had Navistar made its intentions clear, the affected members could have made alternative decisions that would have or could have had financial benefit. Each of these groups of members was in an extremely vulnerable financial position at the time of their decision.

This is especially true with respect to those members who either retired or severed after June 30, 2009. In our view the Act is designed to protect the interests of such vulnerable plan members, and should be interpreted accordingly. These members should not be penalized for having had to access their funds early.

With respect to the contention that some members are covered by verbal or written agreements, any such agreements were made without knowledge on the part of the individuals of Navistar's intention to close the plant. Furthermore, individual members cannot contract out of the legal rights afforded them under Ontario law, including rights under the Pension Benefits Act and Regulations, and the Employment Standards Act.

(b)(iv) Credited Pension Service for Time on Layoff

The language in the Pension Plan with respect to the accrual of credited service while on layoff is clear. Article VII (7.03)(b)(iii) of the Plan reads as follows:

> For the purposes of computing Credited Service:
>
> (iii) An Employee of the Company on or after January 1 1969 who is absent from work due to layoff or Company-approved sick leave and who accrues in any calendar year commencing after 1971 less than 1615 compensated hours, shall receive credit of 40 hours for each calendar week of such absence during such year due to layoff or Company-approved sick leave provided that the Employee shall have received pay during that year for at least 170 hours, and provided further that if such layoff or sick leave continues after that year the Employee shall be credited with 40 hours for each such complete calendar week of absence after that year, not to exceed 1530 hours of credit for all such absence related to receipt of such pay from the Company in the first year.

It is our submission that the Plan language is clear: under the terms of the Plan, employees laid off, whether in 2008 or 2009, whether or not they return to work, but provided they had received pay for at least 170 hours in their year of layoff (2008 or 2009), are entitled to receive credited service during their period of layoff until a total of 1530 hours of additional credit is granted for the period of layoff. There is no requirement in the Plan language that members return to work to get the credit. In the absence of any ambiguity in language, past practice is not the determinative factor.

As mentioned above, we remain prepared and welcome the opportunity to engage in further discussions on this matter to clarify any of the arguments or issues as required. Please do not hesitate to contact me with any questions or to arrange subsequent discussions. Thank you in advance for your assistance.

Yours truly,

Ken Lewenza

Ken Lewenza
CAW President

cope343:JW:KL:ld
cc: Peter Kennedy
Bob Chernecki
Jeff Wareham
Lewis Gottheil
Bruce Dobie
Jim Mitchell
Rick Reaume
Cathy Wiebenga
Sonny Galea