

**The Canadian Elevator Industry**

**Welfare and Pension Plans**



**Member Booklet**



## **ABOUT THIS BENEFIT BOOKLET**

This booklet provides a summary of the key facts about your benefit and pension plans. It has been published and distributed to eligible Members with valid address information on file with Manion Wilkins & Associates Ltd. (Manion), the Plan Administrator. This booklet is also available online. Between booklet publications, plan changes are announced by newsletter or communiqué. Every attempt is made to provide up-to-date and accurate information on an ongoing basis. However, changes may occur to the benefit plans from time to time that are not reflected in the latest booklet, newsletter or communiqué.

This booklet contains general benefit information and should be kept with the Member's personal documents for future reference. The booklet does not include all contractual provisions including definitions, eligibility, enrollment, termination of coverage, or specifications. The final determination of any claim, question or problem which may arise will be governed by the terms and conditions of the Trust Agreements, the Welfare and Pension Plan Documents, and the insurance policies issued.

A complete description of the plans is contained in the legal documents that govern the plans, including the Trust Documents, master group insurance policies, and benefit plan text document. All these documents are available for review in one of Manion's offices. If there are any differences between the information contained herein or in a newsletter or communiqué and the legal plan documents, the terms of the legal documents will apply.

The Board of Trustees of the Canadian Elevator Industry Welfare Plan and Pension Plan, referred to as the "Trustees" and Manion, hereinafter referred to as the "Plan Administrator", make no warranty, guarantee or promise, expressed or implied, concerning the content of any benefit plan booklet, newsletter or communiqué.

Please note that a new release of a booklet, newsletter or communiqué reflecting changes in any of the Plans may be printed and distributed or uploaded for online access at any time and without prior notification to Plan Members and beneficiaries.

The Trustees recommend that Members or beneficiaries contact Manion for confirmation of benefit levels and coverage before relying on the information contained within this booklet, newsletter or communiqué.

**LETTER FROM THE TRUSTEES  
TO MEMBERS OF THE  
CANADIAN ELEVATOR INDUSTRY  
WELFARE AND PENSION PLANS**

The Welfare Plan was established in 1952 and the Pension Plan was established on October 1, 1962. Since then due to the sound financial condition of the Trust Funds the Trustees have been able to extend and improve the benefits under both Plans from time to time. The Plans are fully portable within the Industry which means that you do not lose pension credits and you remain eligible for Welfare Plan benefits if you change employment, provided that you remain employed within the scope of the Collective Agreements between the International Union of Elevator Constructors and the Employers.

A Board of Trustees representing the parties concerned is responsible for the management of each Plan. The Board is made up of the following members:

**THE BOARD OF TRUSTEES**

<b>WELFARE PLAN</b>		<b>PENSION PLAN</b>	
Ward Dicks	David McColl	Ward Dicks	David McColl
Kevin McGettigan	Andrew Reistetter	Kevin McGettigan	Andrew Reistetter
Ben McIntyre	Michael Tominac	Ben McIntyre	Michael Tominac

The Trustees have appointed a Plan Administrator, Manion, to look after the day-to-day administration of the Plans subject to the guidance and control of the Trustees. The Plan Administrator maintains records of contributions and is responsible for all procedures necessary to operate the Plans.

The latest changes to the Plans as of January 1, 2021 are included in this booklet and you will be informed of any future amendments through Newsletters and postings on the Website. If you have any questions regarding your benefits under the Plans, please communicate with Manion.

Addresses and telephone numbers are:

**For Welfare Benefits:**

Manion Wilkins & Associates Ltd.  
500 – 21 Four Seasons Place  
Etobicoke, Ontario M9B 0A5

Contact Centre

Telephone – 416-234-3511  
Toll Free – 1-866-532-8999  
Fax – 416-234-2071

**For Pension Benefits:**

Manion Wilkins & Associates Ltd.  
Pension Department  
222 Rowntree Dairy Road, 3<sup>rd</sup> Floor  
Woodbridge, Ontario L4L 9T2

Contact Centre

Telephone – 416-234-3511  
Toll Free – 1-866-532-8999  
Fax – 905-264-6344

**Email Inquiries:** [askus@mymanion.com](mailto:askus@mymanion.com)

**Email Claims:** [claim@manionwilkins.com](mailto:claim@manionwilkins.com)

**Online Services:** [www.mymanion.com](http://www.mymanion.com)

**Plan Administrator Website:** [www.manionwilkins.com](http://www.manionwilkins.com)

**Trust Fund Website:** [www.ceiwpp.ca](http://www.ceiwpp.ca)

**PLAN / POLICY / REGISTRATION NUMBERS**

- Benefit Plan - Health, Dental and Weekly Indemnity Benefits are Self-Funded, Plan No. 00060000
- Member and Family Assistance Program is provided through Homewood Health
  - Accidental Death & Dismemberment is underwritten by AIG Insurance Company of Canada, Policy No. BSC 9023206
  - Life and Long Term Disability are underwritten by Canada Life Assurance Company, Policy No. 168236
- Pension Plan - Canada Revenue Agency, and Financial Services Regulatory Authority of Ontario (FSRA), Registration # 0229179

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## NOTICE REGARDING PERSONAL INFORMATION

When you apply for coverage, Manion (the Plan Administrator) and the insurers set up a file, or series of files, with personal information relative to your Pension and/or Health Benefits under the Plans. This includes all of the information concerning your enrollment, your benefits and your claims.

The purpose of this file is to permit Manion to administer your benefits under the Plan. This includes the following:

- arranging insurance coverage where applicable
- claims adjudication, management and payment
- internal and external audits
- income tax reporting purposes where applicable
- preparation of reports used by the plan sponsor (*Board of Trustees*) in the financial management of the Plan
- administering your pension benefits.



Your files are securely maintained in the offices of Manion, the actuary, the insurers and the custodian. Your personal information is used by these companies and shared, only to the extent required by law, with your plan sponsor, your Local Union, and the coverage provider(s) and financial institutions involved in caring for your plan(s). Only authorized persons have access to your file when required for coverage purposes. The information in your file is securely stored and is not shared with any other parties, unless you authorize Manion to release it to them, or the disclosure is required by law.

You have the right to access the personal information in your file and, if necessary, have it corrected by submitting a written request to Manion.

## DIRECT DEPOSIT FOR CLAIMS PAYMENTS



All health, dental and weekly indemnity benefit payments are made by direct deposit. **If you do not choose direct deposit to receive your health, dental and weekly indemnity claims payments, you will be charged a fee for each cheque that is produced.**

**To avoid any fees**, it is important that you receive your health, dental and weekly indemnity claims payments electronically with direct deposit into your bank account. To enroll in the service, access your online account the myManion Portal at [www.mymanion.com](http://www.mymanion.com) or via the Mobile App, and fill in the banking section under the “My Claims” menu item.

## **WELFARE AND PENSION PLANS**

### **ELIGIBILITY, ENROLLMENT AND CONTRIBUTIONS**

The following terms are used in this booklet as defined in this Section.

#### **1. Definitions**

**Acupuncturist, Athletic Therapist, chiropracist, chiropractor, Dentist, Denturist, Massage Therapist, Naturopath, Occupational Therapist, Optometrist, Osteopath, Oral Surgeon, Orthodontist, Pharmacist, Podiatrist, Physiotherapist and Psychologist** mean Duly Qualified individuals legally licensed, certified and/or registered to practice in their respective disciplines by virtue of a license or certificate issued by the appropriate authority in the place where the service is provided.

**Calendar Year** means January 1 to December 31 of any one year.

**Continuous Service** means the total number of years (part years will be calculated on the basis of completed months expressed as 12ths of a year) in a relevant period during which an Employee has been a member of the Welfare Plan from the Employee's latest date of participation in the Welfare Plan to the Employee's next following date of:

- (1) termination from covered employment in the Canadian Elevator Industry, or
- (2) retirement from active employment in the Elevator Industry under the Pension Plan.

**Convalescent Hospital** means an extended-care facility, such as a sanatorium or skilled nursing home, or a special wing or ward of a Hospital.

#### **Dependent Child**

Eligible dependents are your Spouse and your natural unmarried dependent children under 19 years of age who are not themselves eligible for coverage under the Welfare Plan as Employees. Dependent children 19 years of age and over who continue their education on a full time basis at an accredited school may be covered under the Welfare Plan until they reach age 26 provided they are not otherwise employed on a full time basis. Proof of their full time attendance at school must be submitted to Manion on an annual basis.

Dependent children who are over the age of 19 and for medical reasons are totally dependent on you for support may be covered under the Welfare Plan provided they are not otherwise covered as an employee under their own benefit plan. In order for a child to have coverage under this provision you must submit documentation to the Trustees for approval.

**Note:** Children who are not the member's natural children are not covered unless the member legally adopts them.



On a case-by-case review by the Board of Trustees, eligible dependent coverage has been expanded to include non-biological dependent children where, per a sworn affidavit, the biological father cannot be located. Documentation must be submitted to the Board of Trustees for review.

**Drug** means a medication that has been approved for use by Health Canada and has a Drug Identification Number.

**Duly Qualified** means licensed, certified or registered to practice the profession by the appropriate regulatory authority in the jurisdiction in which the care or services are rendered, or where such authority does not exist, having a certificate of competency from the professional body that establishes standards of competence and conduct for that profession.

**Employee or Member** includes any mechanic or helper who is an active member in good standing with the International Union of Elevator Constructors in Canada and is employed within the scope of the Collective Agreements, a retired member of the International Union of Elevator Constructors who retired on pension directly from active covered employment in the Industry, and any Employee who has accepted a supervisory position and who has opted to remain an active member in good standing with the International Union of Elevator Constructors and has opted to remain in the Welfare Plan after the date of promotion.

**Hospital** means an institution which chiefly provides inpatient medical care of the injured, sick or chronically ill, has a staff of licensed doctors (M.D.) and 24-hours nursing care by registered nurses (R.N.), and is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

**Physician** means a Duly Qualified physician or surgeon who is legally licensed to practice medicine in the place where the service is provided.

**Plan Administrator** means Manion Wilkins & Associates Ltd., 500 – 21 Four Seasons Place, Etobicoke, Ontario M9B 0A5.

**Reasonable and Customary** means the usual charge of the provider for the service or supply, in the absence of coverage, but not more than the prevailing charge in the area for a like service or supply. A like service or supply is one of the same nature and duration, requires the same skill and is performed by a provider of similar training and experience.

**Service** means the total number of years for all periods of an Employee's participation under the Welfare Plan.

## **Spouse**

- (a) as defined for the Benefit Plan means a person who:
- (i) is legally married to the Employee and is not living separate and apart from the Member; or
  - (ii) although not married to the Member, is and has been living with the Member in a conjugal relationship either:
    - continuously for at least one year; or
    - in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined by provincial legislation.
- (b) as defined for the Pension Plan means a person who at the date of the Member's retirement or pre-retirement death is legally married to the Member and is living with the Member, or who is not married to the Member and is living with the Member in a conjugal relationship as defined under the pension legislation for the province in which the Member was employed.

### Notes:

- (1) A notarized statement confirming the status of any common-law relationship must be provided to Manion.
- (2) For purposes of the Pension Plan the definition of "Spouse" shall be as required under the pension legislation for the province in which you are employed. If you require the definition which applies to you, please refer to the reverse side of the Pension Member Information Card, or contact Manion.

**Total Disability**, as defined for Weekly Indemnity benefit, means that you are incapacitated to the extent that you are not able to perform all of the usual and customary duties of your occupation.

## **2. Eligibility**

### **(a) All Employees:**

All Employees who are employed within the scope of the Collective Agreements between the International Union of Elevator Constructors and the Employer and who are in good standing with the International Union of Elevator Constructors must join **both** the Welfare Plan and the Pension Plan.

### **(b) New Employees:**

New Employees are enrolled in the Plans on the day on which they become eligible for coverage within the scope of the Collective Agreements. Employee and Employer contributions become payable from that date.

New Employees are not eligible for coverage **under the Welfare Plan** until they have:

- (i) completed the probationary period of six months as set out in the Collective Agreements; and
- (ii) accumulated and contributed, and had contributions made to the Welfare Plan on their behalf by their Employer, for a further 900 hours following completion of the probationary period.

*Note: During this 900-hour accumulation period such employee is eligible for the Major Medical and Dental Benefits provided under the Welfare Plan. When an employee working towards the 900-hour accumulation does not work in a month, their benefits will be suspended until hours are contributed again. Full coverage will be provided once the employee meets all conditions outlined in item (ii).*

**Note:** This requirement does not apply to coverage under the Pension Plan which becomes effective as soon as contributions are received on behalf of the Employee.

**(c) Partners and Sole Proprietors:**

Employees who are partners or sole proprietors of an incorporated company by which they are employed are eligible to participate in the Plans. Contributions for a minimum of 160 hours per month must be remitted to the *Welfare and Education* Trust Funds to be eligible for Welfare Plan participation. In addition to this monthly contribution partners and sole proprietors must contribute and maintain a 3-month advance contribution to be eligible for Welfare participation. When applying for coverage Articles of Incorporation must be submitted to the Trustees.

Contributions to the Pension Plan are based on the actual hours worked in the month.

If the company is not incorporated, the employee is not eligible to participate in the Welfare and Pension Plans.

**(d) Employees Promoted to Supervision:**

Employees who have accepted a supervisory position **and** who remain active members in good standing with the International Union of Elevator Constructors have the option of either:

- (i) remaining in the Plans for service after the date of promotion, subject to the approval of the Employer, the International Union of Elevator Constructors and the Trustees; or
- (ii) terminating their active membership in the Plans for service after the date of promotion by notification to the Trustees.

### 3. Enrollment

When you become eligible for coverage under the Plans, you are required to complete and sign enrollment cards for both the Welfare Plan and Pension Plan. These cards are available at your Local Union Office. Your coverage under the Welfare Plan cannot begin until a Welfare Plan Member Information Card is received by Manion.

Advise Manion of all changes to your status. File a Member Information Change Form if any of the following occur:

- Marital status and/or name change
- Addition or deletion of dependents
- Life insurance beneficiary update
- Spouse update
- Changes to your Spouse's insurance
- Address change\*
- If you receive a document from Manion and you notice an error in any of your information, such as your date of birth or name

\* You may change your address and banking information online through the myManion Portal at [www.mymanion.com](http://www.mymanion.com) or via the Mobile App, by letter, by phone or made through your Local Union Office. You will be required to provide identification.

### 4. Contributions

Each Employer is obligated to remit contributions to both Plans, in accordance with the Collective Agreement, in respect of all its eligible Employees. Deductions must be made from the remuneration of such Employees so that both Employer and Employee contributions may be made to the Plans. Deductions for overtime hours are made on an hours worked basis.

To make these deductions, your Employer and the International Union of Elevator Constructors must have on file a signed blue "Deduction Authorization" form which you should obtain from your Local Union Office.

No contributions are required for paid holidays covered by the Collective Agreements or vacation periods of less than 30 days.

#### Tax on Benefits

Contributions made by participating Employers are not taxable to you except that the Canadian Federal Taxation program requires any portion of the premiums paid by the participating Employers to provide you with Life insurance, and Accidental Death & Dismemberment insurance be included in your annual taxable income. The required tax receipt will be issued to you annually by Manion.



## **WELFARE PLAN**

The Welfare Plan was designed to provide you and your eligible dependents with health and welfare protection. You, as the member, will be reimbursed for specific medical, health and dental costs which you have incurred. In addition, the Plan provides you with life, accidental death and dismemberment, and disability insurance.

**The various benefits are described in full in Section 3 of this booklet.**

### **1. Benefit Highlights**

#### **(a) Life Insurance – Active Employees Only**

**Amount** \$100,000. This benefit terminates when you retire or reach age 70, whichever is earlier.

#### **(b) Accidental Death & Dismemberment Benefits – Active Employees Only**

**Amount** \$100,000 (The Principal Sum). This benefit terminates when you retire or reach age 70, whichever is earlier.

#### **(c) Weekly Indemnity Benefit – Active Employees Only**

**Weekly Benefit** \$600. This benefit terminates when you retire.

#### **(d) Long Term Disability Benefit – Active Employees Only**

**Monthly Benefit** \$2,750 (non-taxable) This benefit terminates when you reach age 65, you retire, or when you are eligible for an unreduced pension, whichever is the earliest.

#### **(e) Major Medical Benefit – Employees and Dependents**

**Overall Maximum** \$30,000 per covered person's lifetime. When this maximum is reached, each covered person will be reimbursed up to a maximum of \$6,000 per year thereafter. *Note: These maximums do not apply to the Prescription Drug or the Vision Care benefits.*

**Benefit Highlights – Major Medical Benefit (Continued)**

<b>Eligible Expenses</b>	<b>Maximum Amount Payable (per covered person)</b>
Drugs prescribed by a person legally authorized to prescribe drugs – Generic Substitution unless specified in writing by the attending health care practitioner	Reasonable and Customary <i>Note: Dispensing fee is limited to a maximum benefit of \$10 per prescription.</i> * Drugs or medications must bear a valid Drug Identification Number (DIN) issued by Health Canada.
- Smoking cessation products payable at 75%	\$500 per calendar year
- Erectile dysfunction drugs	\$1,000 per calendar year
Ambulance Services	Local ambulance to the nearest hospital, including air ambulance
Dental Care for accidental injury	\$1,500 per calendar year
Convalescent Hospital	Following 3 or more days of confinement as a Hospital bed-patient
Services of a psychologist	\$75 per visit. There is no limit to the number of visits but subject to a maximum of \$3,000 in a calendar year
Services of a Chiropractor, acupuncturist, naturopath, massage therapist, athletic therapist, osteopath, speech therapist, occupational therapist, physiotherapist, podiatrist or chiropodist	\$75 per treatment. There is no limit to the number of visits but subject to a combined maximum of \$3,000 for all paramedical practitioners in a calendar year <i>Note: Doctor's referral is not required for services of a chiropractor, massage therapist and physiotherapist.</i>
Durable Medical Equipment, Medical Aids and Prostheses	Rental (or, purchase at the Plan's discretion) – <i>please refer to Description of Benefits for the list of eligible items</i>
Orthopedic Shoes or Orthotics	A total maximum of one pair in a calendar year
Hearing Aids	\$1,500 every 5 years

## **Benefit Highlights – Major Medical Benefit (Continued)**

<b><u>Eligible Expenses</u></b> (Continued)	<b><u>Maximum Amount Payable</u></b> (per covered person)
<u>Vision Care</u>	
- Lenses and frames for eyeglasses, contact lenses or laser eye surgery	\$450 every two calendar years (\$450 each calendar year for eyeglasses for dependent children under age 14) <i>Note: If you have a laser eye surgery, you may submit your laser eye surgery claim every two calendar years and you will receive up to the maximum amount payable under the Plan until the total charge for the laser eye surgery has been paid.</i>
- Contact Lenses, when vision cannot be improved to at least 20/40 level by eyeglasses	\$550 every 5 calendar years
- Eye examinations	\$90 every two calendar years (\$90 per calendar year when medically necessary as per doctor's referral)

### **(f) DENTAL BENEFITS – Employees and Dependents**

<b>Dental Fee Guide</b>	The Ontario Dental Association Fee Guide (current minus two years) applies in all provinces <i>For example: 2019 ODA applies in 2021 calendar year.</i> Specialists' fees are covered.
<b>Basic Services</b>	100%
<b>Crowns, Dental Implants, Bridges, Dentures and Orthodontic Services</b>	80% to a combined maximum of \$2,500 per covered person per calendar year (Orthodontic treatment initiated for a child of at least 6 years but less than 16 years of age)

### **(g) EMERGENCY OUT OF PROVINCE/COUNTRY MEDICAL COVERAGE – Employees and Dependents**

Members are eligible to be reimbursed for the cost (premium) to purchase out of Province/Country coverage up to a combined family maximum of \$300 per calendar year.

## **Benefit Highlights (Continued)**

### **(h) MEMBER AND FAMILY ASSISTANCE PROGRAM (MFAP)**

The Member and Family Assistance Program (MFAP) provides confidential, professional counselling for a broad range of personal and family problems as well as a full suite of additional health and wellness tools and services.

## **2. Eligible Dependents**

Eligible dependents are your Spouse and your natural unmarried dependent children under 19 years of age who are not themselves eligible for coverage under the Welfare Plan as Employees. Dependent children 19 years of age and over who continue their education on a full time basis at an accredited school may be covered under the Welfare Plan until they reach age 26 provided they are not otherwise employed on a full time basis. Proof of their full time attendance at school must be submitted to Manion on an annual basis.

Dependent children who are over the age of 19 and for medical reasons are totally dependent on you for support may be covered under the Welfare Plan provided they are not otherwise covered as an employee under their own benefit plan. In order for a child to have coverage under this provision you must submit documentation to the Trustees for approval.

Note: Children who are not the member's natural children are not covered unless the member legally adopts them.

On a case-by-case review by the Board of Trustees, eligible dependent coverage has been expanded to include non-biological dependent children where, per a sworn affidavit, the biological father cannot be located. Documentation must be submitted to the Board of Trustees for review.

## **3. Description of Benefits**

### **(a) Life Insurance (Employees Only)**

As per the insurance policy: Your \$100,000 of Life Insurance is paid to your designated beneficiary upon receipt of proof of your death from any cause whatsoever while you are covered under the Plan. If you have not named a beneficiary or there is no surviving beneficiary at the time of your death, payment will be made to your estate.



**Conversion Privilege** – If your Life coverage ends or reduces for any reason other than your request, you may apply, without proof of good health, to convert the group Life coverage to an individual life insurance policy on your life, subject to the provisions described in the insurance policy. Please contact Manion if you require further information.



**(b) Accidental Death and Dismemberment Benefits (Employees Only)**



As per the insurance policy, if death, dismemberment or loss of sight occurs because of injury due to an accident, and within 365 days of the accident, you will receive:

For loss of:

- Life (paid to your designated beneficiary) ..... The Principal Sum
- Both hands or both feet..... The Principal Sum
- Entire sight of both eyes..... The Principal Sum
- One hand and one foot ..... The Principal Sum
- One hand and entire sight of one eye..... The Principal Sum
- One foot and entire sight of one eye..... The Principal Sum
- One arm or one leg ..... 4/5 of The Principal Sum
- One hand or one foot ..... 3/4 of The Principal Sum
- Entire sight of one eye ..... 3/4 of The Principal Sum
- Thumb and index finger of same hand ..... 1/3 of The Principal Sum
- Speech and hearing in both ears..... The Principal Sum
- Speech or hearing in both ears ..... 3/4 of The Principal Sum
- Hearing in one ear ..... 2/3 of The Principal Sum
- Four fingers of one hand ..... 1/3 of The Principal Sum
- All toes of one foot ..... 1/4 of The Principal Sum
- Use of both arms or both hands ..... The Principal Sum
- Use of one hand or one foot..... 3/4 of The Principal Sum
- Use of one arm or one leg..... 4/5 of The Principal Sum

For quadriplegia, paraplegia or hemiplegia..... 200% The Principal Sum

If your loss is sustained in an automobile accident, provided you were wearing a seat belt at the time of the accident, you will receive an additional 10% of the benefit otherwise payable.

If more than one loss is sustained as the result of the same accident, payment will only be made for one loss, the greatest.

**Note:** As per the insurance policy, the exceptions include but not limited to the following. AD&D benefits are not covered for:

- (1) suicide or self-destruction or any attempt thereof;
- (2) declared or undeclared war or any act thereof;
- (3) active full-time service in any armed forces;
- (4) flight in any aircraft, except as a passenger.

### **(c) Weekly Indemnity (Employees only)**

#### **Eligibility – All Active Employees**

This benefit provides eligible members with a weekly income provided they are totally disabled due to a non-occupational injury or disease.



To qualify for the Weekly Indemnity (WI), you must satisfy the following:

- You were actively at work on the date your disability commenced.
- If you become totally disabled, you must apply to Employment Insurance (EI) for sickness benefits. If you meet the EI eligibility requirements, you will receive up to a maximum of fifteen (15) weeks of benefit payments from EI, OR
- If you are Totally Disabled, you must be eligible to receive payments from another weekly indemnity plan that is provided through your Local up to a maximum of 16 weeks (includes the 1-week EI waiting period).

#### **Commencement of Benefits**

Benefits commence after 16 weeks if you qualify for the maximum of 15 weeks of benefit payments from EI.

If you do not qualify for the maximum of 15 weeks from EI, benefits will commence when EI benefits are no longer payable.

If you do not qualify for any EI benefits, Weekly Indemnity benefits commence after 7 days of disability.

If you receive benefit payments from another weekly indemnity plan provided through your Local, your benefit payments under this Plan commence after 16 weeks.

#### **Amount of Weekly Benefit**

The Weekly Indemnity benefit is \$600. Weekly Indemnity benefits are non-taxable.

#### **Benefit Duration**

Weekly Indemnity benefits commence after the termination of EI disability benefits and are payable up to your 53<sup>rd</sup> week of disability.

WI benefits are not payable after the date you retire.

## **Weekly Indemnity (Continued)**

### **Application**

To apply for WI benefits, you will be required to submit a fully completed WI claim form and your EI benefit statement to Manion. If you are not eligible for disability benefits from EI, or your disability benefits are terminated by EI prior to receiving 15 weeks of payments, you must submit proof to Manion indicating the date of your last payment or that you are not eligible for disability benefits through EI.

### **Recurring Disability**

If a member who was receiving WI benefits becomes disabled as a result of the same or related cause(s) within 30 days after returning to active work, the member will be considered disabled for one continuous period and no waiting period will be applied. If a member has returned to active work for one full day and becomes disabled from different or unrelated causes, the member will begin a new period of disability and the waiting period shall be applied.

### **Exceptions and Limitations**

No benefits are payable for:

- (1) Any portion of a period of disability unless you are receiving ongoing supervision/treatment by a physician deemed appropriate for the impairment which is causing the disability. You will not be paid for any portion of a period of disability during which you do not participate in the treatment program recommended by said physician.
- (2) Any portion of a period of disability during which you are receiving treatment by a therapist unless such treatment is recommended by a physician deemed appropriate.
- (3) Any portion of a period of disability resulting from substance abuse, including alcoholism and drug addiction, unless you are participating in a recognized substance withdrawal program.
- (4) Disabilities resulting from self-inflicted injuries or attempted suicide.
- (5) Disabilities as a result of participation in a war, riot, insurrection or criminal act.
- (6) Disabilities resulting from an accident which occurs while you are operating a motor vehicle and your blood contains more than the legislated legal blood alcohol limit in the jurisdiction where the accident occurred;
- (7) The portion of a period of disability during which you are:
  - (i) imprisoned in a penal institution, or
  - (ii) confined in a hospital, or similar institution, as a result of criminal proceedings.

- (8) Disabilities which commence on or after the date a strike or layoff begins.
- (9) Disabilities which occur while performing any occupation or employment for remuneration or profit.
- (10) Disabilities for which you receive benefits in accordance with the provisions of a Workers' Compensation Board/Workers Safety Insurance Board or similar law.

#### **Reimbursement (Recovery of Benefits)**

If you received WI benefits under this Plan and you recover monies from a third party (by way of judgment or settlement) for the same disability, or as a result of the incident which caused or contributed to your disability, then such recovered monies must be paid to the Trust Funds up to the total WI benefits received by you. You will be required to execute documents which acknowledge that you understand your obligation to reimburse and to assign monies you recover to the Trust Funds up to the total amount of WI benefits received for the same period of disability.

#### **(d) Long Term Disability (Employees only)**

##### **Definitions applicable to this coverage**

As per the insurance policy:

Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when the Insurer believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

Illness means a bodily injury, disease, mental infirmity or sickness. Any surgery, needed to donate a body part to another person, which causes total disability, is an illness.

Total disability means you will be considered totally disabled:

- while you are continuously unable due to an illness to do the essential duties of your **own occupation**, during the elimination period and the following 36 months, and
- afterwards while you are continuously unable due to an illness to do **any occupation** for which you are or may become reasonably qualified for by education, training or experience.



## **Long Term Disability (Continued)**

### **Description of coverage**

You are entitled to payment of a Long-Term Disability benefit if you present proof of claim acceptable to the Insurer that:

- you became totally disabled while covered; and
- your total disability has continued beyond the elimination period or the date benefits are payable under any Weekly Indemnity benefit, loss of income or other salary continuation plan, whichever is later, and
- you have been following appropriate treatment for the disabling condition since the onset of the condition.

You will be entitled to benefits while the total disability continues. Benefits are paid at the end of each month. If you are totally disabled for part of any month, the Insurer will pay 1/30 of the monthly benefit for each day you are totally disabled.

The amount of the benefits is based on the coverage you had on the date you became totally disabled.

### **Elimination period**

52 weeks of uninterrupted total disability or the last day benefits are payable under any Weekly Indemnity income, loss of income or other salary continuation plan, whichever is later.

### **Maximum benefit period**

Period ending on the last day of the month in which you reach age 65 or when you are eligible for an unreduced pension.

### **Proof of claim**

The Insurer must receive the notice of claim by the earlier of the following dates:

- the 365th day after the total disability begins;
- the 30th day after the termination of this Long-Term Disability provision.

The Insurer must receive proof of a claim no later than 180 days after the end of the elimination period.

Any required proof of ongoing disability must be provided to the Insurer within 30 days of their request.

### **When Long-Term Disability payments begin**

If you become totally disabled, you will be eligible for Long-Term Disability payments after the elimination period.

### **Long Term Disability – When LTD payments begin (Continued)**

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for payments on the later of:

- the end of the elimination period, or
- the date you are recalled or scheduled to return to active full-time work with the employer unless the terms under *Maternity/Parental Leave Of Absence* apply.

### **Interrupted periods of total disability during the elimination period**

Interrupted periods of total disability occurring before the elimination period has been completed are treated as one period of disability and are accumulated to complete the elimination period as long as all of the following conditions are met:

- this Long-Term Disability benefit is still in force.
- there is no interruption of more than 2 weeks.
- each period of total disability is due to the same or related causes.

The difference between your normal number of scheduled hours and the number of hours actually worked is credited towards the elimination period.

If this Long-Term Disability benefit is terminated, any balance of the elimination period must subsequently be completed by uninterrupted total disability.

### **Interrupted periods of total disability after benefit payments begin**

If you had a total disability for which the Insurer paid you Long-Term Disability benefits and total disability occurs again due to the same or related causes, the Insurer will consider it a continuation of the previous total disability if it occurs after the waiting period, within 6 months after returning to work. You must be covered when the disability reoccurs.

In such cases, a new elimination period will not be applied. Benefits will be based on the coverage in force on the original date of total disability.

### **What the Insurer will pay**

Here is how the Insurer calculates your Long-Term Disability payments. All references to income in this disability provision are to the gross amounts before any deductions.

Step 1: The Insurer takes your monthly benefit of \$2,750.

## **Long Term Disability – What the Insurer will pay(Continued)**

Step 2: The Insurer subtracts any income provided to you:

- under any government plan, law or agency for the same or a subsequent disability, excluding dependent benefits, Employment Insurance benefits and automatic cost-of-living increases that occur after benefits begin.
- under any Workers' Compensation Act or similar law for the same or a subsequent disability, excluding automatic cost-of-living increases that occur after benefits begin.
- under a motor vehicle insurance plan which provides disability benefits but only as long as the law does not prohibit such a deduction.
- under a group plan, including any coverage resulting from the employee's membership in an association of any kind.
- under a retirement or pension plan funded in whole or in part by the Employer, as a result of a disability or medical condition.
- under the Québec Parental Insurance Plan.

The result from Step 2 is the amount you will normally receive as a Long-Term Disability payment. However, if the amount calculated under Step 2 plus the above sources of income and all the additional sources of income listed below exceeds 75% of your pre-disability basic earnings after income tax, since the benefit is non-taxable, the Long-Term Disability payment will be reduced by the excess.

**Additional sources of income** are amounts provided to you:

- on behalf of a dependent under any government plan, law or agency payable for the same or a subsequent disability, excluding Employment Insurance benefits or automatic cost-of-living increases that occur after benefits begin.
- under any Workers' Compensation Act or similar law for another disability, excluding automatic cost-of-living increases that occur after benefits begin.
- under any Criminal Injuries Compensation Act or similar law, where allowed by law.

If you are eligible for any of the income amounts above and do not apply for them, the Insurer will still consider them part of your income. The Insurer can estimate those benefits and use those amounts when calculating your payments.

If you receive any of the income amounts above in a lump sum, the Insurer will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

### **Long Term Disability – Additional sources of income (Continued)**

The Insurer will not take into account any benefits that began before your disability began. However, increases in those benefits as a result of your disability will be taken into account.

The Insurer has the right to adjust your benefit payments when necessary.

### **Maternity / parental leave of absence**

Maternity leave agreed to with the employer will begin on the date you and the employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and the employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier. Parental leave is the period of time that you and the employer have agreed on.

The Insurer will determine any portions of a maternity or parental leave which are voluntary and any portions which are health-related. The health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation, that she is unable to work for health reasons related to childbirth or recovery from childbirth. Long-Term Disability benefits will be payable for health-related portions of the leave, provided coverage has been continued for the employee.

However, if the employer has a Supplemental Unemployment Benefit (SUB) plan as defined in the Employment Insurance regulations covering the health-related portion of the maternity or parental leave, the Insurer will not pay any benefits under this plan during any period benefits are payable to you under the employer's SUB plan.

### **Rehabilitation program**

As per the insurance policy, you may be required to participate in a rehabilitation program approved by the Insurer in writing. It may include the involvement of a rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of full-time employment.

During the rehabilitation program, you will continue to be eligible for Long-Term Disability payments. However, during any month, the total income you receive from all sources cannot be more than 50% of your pre-disability basic earnings (after income tax). In cases where the total income exceeds this limit, the Long-Term Disability payments will be reduced by the excess.

Entering a rehabilitation program during the elimination period is not considered an interruption of the elimination period.



## **Long Term Disability (Continued)**

### **Pre-existing Condition**

Benefits are not payable for Total Disability which commences within 12 months of the date of becoming covered and is due to a pre-existing accidental bodily Injury or Sickness, and any later period of Total Disability.

“Pre-existing accidental bodily injury or sickness” means one for which medical expenses were incurred during the 90 days immediately preceding the date you become covered under this coverage.

A “later period of Total Disability” is considered related to a prior period only if the two periods are due to the same accidental bodily injury or sickness and are not separated by:

- a) your return to full-time work; and
- b) a continuous period of at least 90 days, during which:
  - i) you are Actively at Work; and
  - ii) you incur no medical expenses related to that accidental bodily Injury or Sickness.

### **What is not covered**

As per the insurance policy, the exclusions include but not limited to the following. The Insurer will not pay benefits for any period:

- you are not receiving appropriate treatment;
- you do any work for wage or profit except as approved by the Insurer;
- you are not participating in an approved rehabilitation program, if required by the Insurer;
- you are on a leave of absence, strike or lay-off except as stated under *Maternity / Parental Leave of Absence* or except where specifically agreed to by the Insurer;
- you are absent from Canada, due to any reason, for longer than 90 consecutive days or for a total of 180 days or more in any 365 day period, unless the Insurer agrees in writing in advance to pay benefits during the period;
- you are serving a prison sentence or are confined in a similar institution.

The Insurer will not consider you totally disabled if your disability results from drug or alcohol abuse. However, this limitation will not apply while you are participating in the Insurer’s approved treatment program or you have an organic disease which would cause total disability even if drug and alcohol abuse ended.

### **Long Term Disability – What is not covered (Continued)**

The Insurer will not pay benefits for total disability resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion;
- intentionally self-inflicted injuries or attempted suicide, while sane or insane;
- participation in a criminal offence.

### **Subrogation and Right of Recovery**

Where permitted by law, Canada Life has full rights of subrogation with respect to damages for loss of income when responsibility for a Member's disability may be attributable to another party. Canada Life also has the right to recover from the Member any benefits paid under this policy for loss of income for which he has been indemnified by the other party. However, Canada Life has no obligation under this Plan to exercise its rights of recovery and subrogation.

### **(e) Major Medical Benefits (Employees and Dependents)**



The specified Major Medical expenses are payable provided they are reasonable and customary, needed for medical care and provided they are not covered by your Provincial Medicare Plan up to an overall maximum of \$30,000 per covered person's lifetime. When this maximum is reached, each covered person will be reimbursed up to a maximum of \$6,000 per year thereafter. *Note: these maximums do not apply to the Prescription Drug or Vision Care benefit.*

The following expenses are covered at 100%, except as noted otherwise:

#### **(1) Prescription Drug Benefits**

- Reasonable and customary charges incurred for medically necessary drugs and medicines specified below.
- Such drugs and medicines must be obtained only by prescription from a person entitled by law to prescribe them and dispensed by a licensed pharmacist, physician or other health care practitioner authorized by provincial legislation to dispense them. Furthermore, such drugs and medicines must bear a valid Drug Identification Number (DIN) assigned by Health Canada and be included in the Compendium of Pharmaceuticals and Specialties.

No benefit shall be payable for any single purchase of drugs which would not reasonably be used within 90 days from the date of purchase.

## Major Medical Benefits – Prescription Drugs Benefits (Continued)

### (a) Eligible Drug Expenses:

- All generic drugs and life sustaining medications
- Diabetic supplies such as needles, syringes, test strips, lancets and solutions
- For retired members age 65 years and older, prescription drug costs in excess of that paid by a provincial drug plan, including any required annual premiums
- Smoking cessation products will be reimbursed at 75% up to a maximum of \$500 per calendar year
- Erectile dysfunction drugs up to the maximum of \$1,000 per calendar year
- Oral contraceptives



### (b) Generic Drugs

If there is a generic substitute for the drug the covered person has been prescribed, the Welfare Plan will reimburse only up to the cost of the lowest priced generic equivalents regardless of whether the brand name or the generic equivalent is purchased.

If, for any reason, the covered person's health care practitioner insists the covered person receive a certain brand name medication, the words "no substitution" must be included on the prescription. The covered person will be reimbursed based on the cost of the brand name drug upon proof that the covered person's health care practitioner has specified "no substitution."

### (c) Ingredient Cost:

For drugs listed in the provincial Drug Benefit Formulary and Limited Use Drugs the ingredient cost will be limited to the current Formulary price plus a mark-up. For all other drugs the ingredient cost will be limited to the pricing followed by the major drug wholesaler in the applicable province, plus a mark-up.

### (d) Dispensing Fee:

There is a dispensing fee maximum eligible expense of \$10 per prescription. Maintenance drugs are limited to one dispensing fee for each 90-day supply. Drug compounds, solutions, creams and mixtures will be reimbursed to a maximum of \$30 for the professional fee. A drug compound is a special medication made from a mixture of drugs.

## Major Medical Benefits – Prescription Drugs Benefits (Continued)

### (e) Prescription Drug Exclusions:

- Drugs or medications that do not bear a valid Drug Identification Number (DIN) by Health Canada
- Over the counter medications or drugs for which a prescription is not required by law (federal or provincial)
- Fertility drugs or drugs to promote abortion
- Drugs which are not considered medically necessary, e.g. cosmetic or weight loss/lifestyle, **unless** they are approved under the Express Scripts Canada Prescription Drug Plan – Prior Authorization Procedure
- Medication which is provided and administered by a health care practitioner (unless they legally require a prescription)
- Hospital Funded/Administered drugs are not covered by the Welfare Plan
- Vitamins (injectable or oral) unless they legally require a prescription
- Alcohol swabs
- HIV/AIDS medications
- Contraceptive devices

### (f) Prior Authorization

Prior Authorization of medically prescribed drugs will be required for any drug that has multiple indications and/or new drugs entering the market after January 1, 2005. A prior authorization will be required to ensure that the drug is being administered for medical purposes only, prior to the payment of the drug.

Prior Authorization will also be required for new drugs entering the market by having the covered person's health care practitioner confirm that this new more-costly drug is necessary over the current medications being prescribed. The Prior Authorization will be needed before new drugs are paid for by the Welfare Plan.

### (g) Maintenance Drugs

These are drugs which the covered person has been taking for at least 6 months and which such covered person is required to take for a long period of time for a particular condition. Some examples of maintenance medications include blood pressure medication, heart medication, and thyroid pills. **Note:** The Welfare Plan will only cover one dispensing fee every 90 days for maintenance medication.

## Major Medical Benefits (Continued)

(h) Important Note: If You (or Your Spouse) are age 65 or over

*For residents of all provinces, other than Nova Scotia, Newfoundland and Labrador:* It is mandatory that you enroll in the provincial health plan for prescription drug coverage upon attaining age 65. Any portion of a claim not covered by the covered person's provincial plan may be paid through this Plan's prescription drug benefits in conjunction with the Canadian Elevator Industry Welfare Plan rules.

In provinces where a premium payment is required to continue your provincial health plan coverage, the Canadian Elevator Industry Welfare Plan will reimburse you the cost of the provincial drug plan premium after you submit your paid receipt for reimbursement.

In *Nova Scotia, Newfoundland and Labrador*, a private plan is the first payor, so the Canadian Elevator Industry Welfare Plan will cover the eligible drug expenses. Any premium payment required to continue a covered person's provincial health plan coverage will not be reimbursed under this Plan.

In *Ontario*, for insured individuals over age 65, certain drugs available through the Exceptional Access Program (EAP) under the Ontario Drug Benefit (ODB) will require an EAP application be completed by their doctor's office. Further details on ODB EAP criteria are available at their general website: [http://www.health.gov.on.ca/en/pro/programs/drugs/eap\\_criteria.aspx](http://www.health.gov.on.ca/en/pro/programs/drugs/eap_criteria.aspx). As affected drugs are already available and paid for by the Government, insured individuals over age 65 will see no loss of coverage – they just need to get certain drugs through the Government program, and you will still have access to the Plan for anything that is not covered under the Government program.

(2) Charges for standard **Hospital** accommodation (room and board only) for an unlimited period if not covered by a provincial health plan.

(3) Charges for the following professional **ambulance services** for transportation to and from a Hospital for confinement:

- Licensed ground ambulance service, when medically necessary, to transport the patient to the nearest hospital equipped to provide the required treatment.



### Major Medical Benefits (Continued)

- Emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for the registered nurse.
- (4) Charges for services provided upon the prescription of a Physician by a **Convalescent Hospital** to which the patient is transferred after confinement as a Hospital bed-patient for at least three days (but not for rehabilitation or custodial care).
- (5) Charges for the following services or supplies prescribed by a Physician unless provided by the hospital or other institution:
- (a) Oxygen and its administration.
  - (b) Blood transfusions including the cost of the blood.
  - (c) Services for in-home private duty nursing care, and not for custodial care. The private duty nurse must be a Duly Qualified graduate nurse, practical nurse or nursing assistants (other than members of your family or the staff of the Hospital or Convalescent Hospital). In-home private duty nursing care services from individuals holding equivalent credentials may be approved in provinces where the aforementioned nursing credentials are not operative. Note: Nursing services provided in the Hospital are not covered.  
Pre-determination of Benefits: A treatment plan shall be submitted with cost estimates to Manion before any private duty nursing services begin. Manion will then advise you of any coverage that will be provided.
  - (d) Rental or purchase of wheelchairs or electric mobility scooters up to a combined \$2,000 lifetime maximum.
  - (e) Rental of hospital beds, iron lungs or intermittent positive-pressure breathing machines. (Individual consideration may be given by the Trustees to the purchase rather than rental of eligible equipment, as well as to the expenses incurred in its repair or adjustment.)
  - (f) Splints, trusses, braces, orthopedic back supports, crutches, casts, artificial limbs and eyes and hair prosthesis.
  - (g) Elastic support stockings purchased from a recognized surgical supply house up to a maximum of \$100 in a calendar year. To be eligible, elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided the stockings have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition as determined by Manion.

### **Major Medical Benefits (Continued)**

- (h) Insulin infusion pump (one per lifetime), payable at 50% of the eligible expense.
- (i) Orthopedic shoes which is an integral part of a brace or which are specially constructed for the patient, any modifications to such shoes. Orthotics are also covered. Orthopedic shoes and orthotics are covered up to a total maximum of one pair in a calendar year. To be covered under the plan, orthopedic shoes and orthotics must be recommended by a licensed doctor (M.D.), podiatrist or chiropodist, custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropodist, pedorthist or orthotist and required to correct a diagnosed physical impairment.

Recommendation must include the diagnosis, symptoms and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above.

**To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, you must submit an estimate to Manion for confirmation prior to the purchase.**

- (j) Hearing aids obtained on the written prescription of a Physician certified as an audiologist up to a \$1,500 every 5 years.
- (k) Paramedical claims for reimbursement must be accompanied by a written prescription from the attending Physician and a letter from the Physician setting out the diagnosis of the condition which requires the services or supplies for the following items (i) and (ii).  
Note: Doctor's referral is not required for services of a chiropractor, massage therapist and physiotherapist.
  - (i) Services of a Duly Qualified and registered clinical Psychologist up to a maximum of \$75 per visit. There is no limit to the number of visits but subject to a maximum of \$3,000 in a calendar year.
  - (ii) Services of the following paramedical practitioners up to a maximum of \$75 per visit. There is no limit to the number of visits but subject to a combined maximum of \$3,000 for these paramedical practitioners in a calendar year:
    - a legally licensed and Duly Qualified Physiotherapist, a registered Massage Therapist or Athletic Therapist where all or a portion of such treatment is not covered by a government plan;
    - a Duly Qualified Speech Therapist
    - a Duly Qualified Occupational Therapist

(k) Paramedical Services (Continued)

- a legally licensed and Duly Qualified Chiropractor, Naturopath, Osteopath, or Chiropodist/Podiatrist. Note: These benefits are only payable after the yearly maximum, if any, has been received from your Provincial Government Plan. X-rays, medicines, drugs, or dressings ordered by one of the above are not covered under the Welfare Plan.
- a Duly Qualified Acupuncturist for the treatment of sickness or injury, where all or a portion of such treatment is not covered by your Provincial Government Plan. Note: In no event shall acupuncture treatment be covered if used as a remedy for smoking, alcohol abuse, diet control or other addiction problems. Physician's prescription is not required.

- (l) Eligible expenses for necessary dental treatment required as a result of an accidental injury to natural teeth provided the accident occurred while covered and subject to a maximum of \$1,500 per calendar year. As determined by Manion, only such charges directly related to such an accidental injury are considered a covered health expense.

The dental work must begin within 6 months of the accident and must be completed within 12 months of the accident to be considered a covered health expense (this limit is waived for dependent children, subject to receipt of a written report from the attending dentist outlining the treatment plan).

Note: Where there exists more than one customarily employed and professionally adequate method of treating the accidental injury to the teeth, Manion reserves the right to determine eligible expenses on the basis of an alternate benefit, i.e. coverage is limited to the cost of the lowest priced alternate course of treatment.

- (7) With approval of the Trustees, reasonable charges for the services provided by a **Home Health Agency** under the care and direction of a Physician on a visiting basis in the patient's home, unless coverage is available under a provincial medical plan. Note: Homemaker services are not covered.

Pre-determination of Benefits: A treatment plan shall be submitted with cost estimates to Manion before any services begin. Manion will then advise you of any coverage that will be provided.



## Major Medical Benefits (Continued)

### (8) Vision Care



- (a) Purchase, repair or replacement of lenses and frames for eyeglasses or contact lenses, or laser eye surgery, prescribed by a Physician or Optometrist up to a maximum of \$450 every two calendar years. Eyeglasses purchased (or repaired) for dependent children under age 14 at the date of purchase will be payable up to a maximum of \$450 each calendar year.
- (b) In addition, if visual acuity of 20/40 cannot be achieved by eyeglasses and this is confirmed in writing by your Physician or Optometrist, a maximum of \$550 is payable during the fifth calendar year following the year in which the last purchase was made towards the purchase of contact lenses prescribed by a Physician or Optometrist for severe corneal astigmatism or scarring. If written confirmation cannot be obtained from your Physician or Optometrist, your contact lenses will be covered in accordance with the coverage for eyeglasses in (a) above.
- (c) Charges for eye examinations, if not covered by a provincial health plan, up to a maximum of \$90 every 2 calendar years. If an eye examination is prescribed medically necessary as per a doctor's prescription, it is covered up to a maximum of \$90 per calendar year.

### (f) Dental Benefits (Employees and Dependents)

Charges for the following dental services or supplies are payable, subject to any applicable deductible amount or benefit percentage, in accordance with the Dental Schedule of Fees adopted by the Trustees as per the Ontario Dental Fee Guide indicated in the Benefit Highlights section. Specialists' fees are covered.

- (1) 100% of fees allowed in the adopted Dental Fee Guide for the following services:
  - (a) Diagnostic services limited to:
    - (i) prophylaxis, including scaling and polishing teeth once every 6\* months;
    - (ii) full-mouth series of X-rays once every 12\* months;
    - (iii) oral examinations (full exam once every 24\* months).

\* Note: Once every 6, 12 or 24 months means once during the period from the date on which a service is provided or a purchase is made until the same day 6, 12 or 24 months thereafter.

## Dental Benefits (Continued)

- (b) Amalgam, silicate and acrylic fillings.
  - (c) Extractions, including surgical extractions of impacted teeth.
  - (d) Necessary palliative treatment of dental pain.
  - (e) Antibiotic medication.
  - (f) Topical application of fluoride solutions.
  - (g) Endodontics (root canal therapy).
  - (h) Periodontal therapy to eliminate acute symptoms.
  - (i) Provision of space-maintainers for missing primary teeth and provision of habit-breaking appliances.
  - (j) Consultations required by attending Dentist or Oral Surgeon.
  - (k) Surgical preparation of dental bridges for prosthetic appliances.
  - (l) Oral surgery and the provision of prosthetic appliances resulting from accidental injury to the jaw or natural teeth, provided that the treatment is performed and appliances supplied within 6 months of the accident, and subject to and part of the maximum in (2) below.
  - (m) Diagnostic X-rays and laboratory procedures required in relation to oral surgery.
  - (n) Anaesthesia.
- (2) The following services are covered up to a maximum of \$2,500 per calendar year:
- (a) 80% of fees allowed for providing crowns, or dental implants (not to exceed the cost of a crown), bridges and partial or complete dentures, including denture repair and replacement, except in the case of lost, mislaid or stolen dentures.  
Note: The replacement of existing prosthetic devices is not covered unless the existing prosthetic appliance is at least 5 years old and no longer serviceable.
  - (b) 80% of fees allowed for orthodontic treatment initiated for a child who is at least 6 years but **less than 16 years of age** at the time of the initial consultation with an Orthodontist.



### **Alternate Benefit Clause**

When two or more covered dental procedures are separately suitable for the dental care of a specific condition, and both are consistent with good dental care, the Welfare Plan will provide benefits based on the least expensive service. For example: plan will only cover up to the cost of a metal filling, not porcelain filling on molar teeth. Note: Dental implants are not subject to this provision.

## **Dental Benefits (Continued)**

### **Pre-determination of Benefits**

It is recommended that a treatment plan, in the form of a report prepared by the Dentist, be submitted prior to commencement of treatment when the course of treatment is expected to cost more than \$300. The Employee will be advised of the amount payable under this Welfare Plan, **before** the dental work begins.

#### **The following are not covered:**

- (1) Replacement of dentures that have been lost, mislaid or stolen.
- (2) Temporary dental services.
- (3) That portion of the expense of fixed bridgework in excess of the charge which would have been made if the replacement of teeth could have been accomplished by a partial denture.
- (4) Dental check-ups or screening requested by an employer, a school or government.
- (5) Oral hygiene instruction.
- (6) An examination by, or the services of, a Dentist if required solely for the use of a third party.

### **(g) Emergency Out of Province / Country Medical Coverage (Employees and Dependents)**

The benefit and maximum are outlined in the Benefit Highlights. The Plan will pay \$300 per family per calendar year for the cost (premium) towards Emergency Out of Province/Country Medical Coverage.

### **(h) Member and Family Assistance Program (MFAP)**

From time to time everyone faces difficult or stressful events in their lives. Most of the time, we handle these personal challenges fairly well. Other times, personal problems can become large enough that they begin to interfere with our effectiveness, happiness or safety, both at work and at home.

The Member and Family Assistance Program (MFAP) is provided through Homewood Health. The MFAP is also available to eligible Spouses and Dependent Children who can independently access the program. Everyone is guaranteed confidentiality within the limits of the law. You will not be identified to anybody – including your Employer and the Trust Fund.

The Member and Family Assistance Program is a pro-active option for helping you manage your personal health and happiness.

#### **What services are available to me?**

Your MFAP offers you and your eligible dependents short-term counselling in person, by phone or through their website at [www.HomeWeb.ca](http://www.HomeWeb.ca).

## **Member and Family Assistance Program (Continued)**

### **What does my Program offer?**

#### **Life Smart Coaching**

You can receive coaching support for a variety of life balance and health issues or get expert support to better manage your career. Life Smart Coaching services are available by phone.

MFAP services are also provided for laid-off members for a period of 12 months from the date of the lay-off.

#### Health

- Nutrition
- Lifestyle changes
- Jumpstart your wellness
- Smoking cessation

#### Career

- Career planning
- Workplace issues
- Pre-retirement
- Shift work

#### Life Balance

- Childcare and parenting
- Elder and family care
- Relationships
- Financial
- Legal
- Grief and loss

#### **Counselling**

Your MFAP helps you take practical and effective steps to improve your well-being and be the best you can be. Homewood Health offer a supportive, confidential and caring environment and will provide you with counselling for any challenge:

- Family
- Anxiety
- Grief/Bereavement
- Marital
- Stress
- Relationships
- Depression
- Other personal issues
- Life transitions/change
- Addictions

Counselling is available in person, by phone, by video or online. There is no cost to you. Offices are local and appointments are made quickly, with your convenience in mind. Homewood Health will do their best to accommodate your preference for location or appointment time.

#### **Online Resources**

##### The right information at the right time

Access Homeweb anytime for e-Learning, interactive tools, health and wellness assessments, and a library of health, life balance and workplace articles.

## **Member and Family Assistance Program (Continued)**

### i-Volve: Online CBT

i-Volve is an online, self-paced treatment program for depression and anxiety using the best practice treatment approach, cognitive behavioural therapy (CBT).

This innovative treatment program will guide you through exercises that examine and test how you interpret and perceive external stimulation. These insights will help you change and adapt the ways in which you think, feel and react in various situations. i-Volve will help you to identify, challenge and overcome your anxious and/or depressive thoughts, behaviours and emotions.

### Self-Guided: Work at Your Own Pace

Unlike traditional CBT programs, i-Volve is available 24 hours a day, seven days a week and Homewood Health designed it to allow you to work at your own pace.

### Is the MFAP confidential?

Yes, the MFAP is a confidential service. Homewood Health counsellors are required by law to maintain the strictest confidentiality.

No one will be identified to anybody – including your Employer and the Trust Fund.

### Who do I contact?

To arrange confidential service, call one of Homewood Health 24 X 7 Client Service Centres:

Toll-free: **1-800-663-1142 (English)** ♦ **1-866-398-9505 (French)**

TTY: 1-888-384-1152 (English) ♦ 1-866-433-3305 (French)

International: 604-689-1717 (English) ♦ 514-875-0720 (French) Collect

Website: [HomeWeb.ca](http://HomeWeb.ca)

### How to register for Homeweb

- (1) Visit [www.homeweb.ca](http://www.homeweb.ca) and click “**Sign Up**”.
- (2) Enter information into the required fields, provide your email address and create password, and click “**Next Step**”. Then, type in “Canadian Elevator” and click “**Find it!**”. Select “CANADIAN ELEVATOR INDUSTRY WELFARE AND PENSION PLAN” from the list provided.
- (3) Select how you are covered by Homewood by checking your relationship to CEIWPP (e.g. Member, spouse, dependent, etc.) and your local union. Submit the additional information required and click “**Sign In**” at the bottom of the page.

#### **4. General Exclusions**

The following expenses are not covered under the Welfare Plan:

- (1) Treatment which is paid in whole or in part by a Provincial Government Plan (for example: Physicians' fees in excess of the amount covered by the Provincial Plan).
- (2) Treatment received from a medical or dental department which is maintained by an employer, a mutual benefit association, labour union, trustee or similar type of group.
- (3) Services or supplies received in respect of sickness or injury which is the result of war, declared or undeclared, or the result of engaging in a riot or a criminal act.
- (4) Services and supplies received for cosmetic purposes, except in connection with an operation performed to correct deformities resulting from injury or congenital defects that interfere with function.
- (5) Pregnancy tests, examinations, check-ups or certifications not performed as a consequence of existing symptoms of illness, examinations for the use of a third party.
- (6) Charges by Physicians, Dentists or Pharmacists for completing forms or providing information.
- (7) Examinations and tests performed for insurance, employment, drivers' licenses or educational purposes.
- (8) Transportation costs to and from a hospital or other facility for therapy or treatment.
- (9) Accommodation in a facility other than a Hospital or Convalescent Hospital.
- (10) Services provided by an individual who ordinarily reside in the home of the patient or is an immediate family member or is a relative of the Member. (An immediate family member means a person who is the Spouse, parent, grandparent, Child, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, or sister-in-law of the Covered Person.)

#### **5. Coordination of Benefits**

If you are an Employee or a pensioner covered under the Welfare Plan and your Spouse is a member of another group health plan, and you and/or your eligible dependent children are covered as dependents under that plan, claims must be submitted as follows:

- (1) A claim for your own expenses must first be submitted to the Elevator Welfare Plan.
- (2) A claim for your Spouse's expenses must first be submitted to your Spouse's plan. **You are required to give the details of your Spouse's plan to Manion, so be sure that you have completed a Coordination of Benefits form.**

### **Coordination of Benefits (Continued)**

- (3) A claim for your dependent children's expenses must first be submitted to the plan of the parent having the earlier month and day of birth (e.g., if you were born in the month of January and your Spouse was born in the month of June, you would first claim against the Elevator Welfare Plan for the children's expenses).
- (4) If there are any unpaid expenses under (1), (2) or (3) above, you may submit a claim to the second plan for the balance of the claim.

**Note:** The combined reimbursement under both plans cannot exceed the total expenses incurred.

### **6. General Information**

Hospital care to the standard ward level and services provided by a Physician are covered under each provincial government medical plan. Such plans also cover other services and you should consult your local government authorities for information in this regard.

The laws of Canada require that if a provincial government medical plan pays any portion of the medical services or procedures, a private plan, such as the Welfare Plan, cannot cover any portion of the fee for such procedure or service.

Accordingly, no portion of the fees for services and procedures provided by health care specialists, such as chiropractors or podiatrists, are covered by the Welfare Plan if your provincial government medical plan has paid for, or reimbursed you for any portion of that fee. Once the provincial government medical plan ceases to pay any portion of the fee, the Welfare Plan may pay such benefits as are provided under the provincial government medical plan up to the limits as set out.

### **7. Pay-Direct Coverage**

If your employment is terminated and you remain available for work in the Elevator Industry, all benefits – **with the exception of Weekly Indemnity and Long Term Disability benefits** – will remain in force for a maximum of 12 months at no cost to you.

If at the end of this 12-month period you remain unemployed but you are available for work in the Elevator Industry, you may maintain the same benefits by sending Pay-Direct contributions to Manion **through your Local Union Office**. You may continue to make Pay-Direct contributions for 24 months.

### **Pay-Direct Coverage (Continued)**

The Trustees review this rate annually and adjust it to reflect an appropriate cost to provide the benefits. The monthly rate is subject to change and applicable taxes. The current rate is available on the Website ([www.ceiwpp.ca](http://www.ceiwpp.ca)), at Manion's Office, or online through the myManion Portal, or via the Mobile App.

If you take an extended vacation longer than 30 days, all benefits – **with the exception of Weekly Indemnity and Long Term Disability benefits** – will remain in force for the first 30 days at no cost to you. You must apply for a No Break In Service arrangement (see Section 10) if you take an extended vacation longer than 30 days.

If you are granted a No Break In Service arrangement and you wish to maintain all benefits – **with the exception of Weekly Indemnity and Long Term Disability** – you may do so by sending Pay-Direct contributions at the Pay-Direct rate in effect at the time of self-payment, plus applicable taxes, to Manion. You may wish to send post-dated cheques for the period of your No Break In Service arrangement.

All Pay-Direct payments must be accompanied by the appropriate form which should be counter-signed by your Local Business Representative. The option to maintain your benefits under the Plan is dependent upon you being available for work in the Industry at all times.

If you are eligible, the initial form regarding Pay-Direct coverage, together with your cheque/money order, must be received by Manion prior to the end of the 12<sup>th</sup> month following the month in which lay-off occurs. A notice of your required Pay Direct payment will be sent by Manion prior to this date. Payments for subsequent months must be received by Manion by the 20<sup>th</sup> of the month prior to the month of coverage. Failure to make any payment when due results in cancellation of the option to maintain coverage under the Plan.

#### **For Example:**

If you are laid off in the month of April 2020 and remain available for work in the Industry, you will be entitled to Welfare Plan benefits, with the exception of Weekly Indemnity and Long Term Disability benefits, for the months of April 2020 to April 2021 at no additional cost.

In order to have your Welfare Plan benefits continue for the month of May 2021 and thereafter, you must remain available for work in the Industry. Manion will advise you in advance that a self payment is required and Pay-Direct payment **must** reach the office of Manion by the 20<sup>th</sup> of the month prior to the month of coverage in order to continue your benefit eligibility.



### **Pay-Direct Coverage (Continued)**

Cheques or money orders should be made payable to the: "**Canadian Elevator Industry Welfare Plan**". Online payment options are available for Pay-Direct payments. You can set up "**Manion Wilkins & Associates**" as a payee via online internet banking. You can also self-pay by debit card or credit card.

If, after you have made your payment to maintain your benefits, you are again employed by a Contributing Employer, you will receive a refund of the payment covering the period during which you were employed. You should submit proof of payment to Manion in order to receive this refund.

If you are unable to work due to a job related injury, all benefits - with the exception of Weekly Indemnity benefits - remain in force while receiving WCB/WSIB benefits until you recover and are available for work. If there is no work available at the time you recover, you are eligible to apply for 12 months of free coverage provided that you apply by the end of the month immediately following the month in which you recover. After this 12 month period, you may maintain your benefits for an additional twenty-four months by sending Pay Direct contributions to Manion. Your Pay-Direct contribution must accompany the appropriate form and will apply to the month immediately following the month in which free coverage ceases.

### **8. Extension of Major Medical and Dental Benefits on an Employee's Death**

If you die while an active Employee, your eligible dependents will continue to be covered for **Major Medical and Dental Benefits** for 6 months at no cost. At the end of 6 months, continuation of such benefits, subject to some restrictions, will be available at the currently set cost of \$50 per month, plus applicable taxes. This rate is reviewed from time to time by the Board of Trustees and may change in the future.

Payments for coverage must be received by Manion prior to the end of the month for which they are due and failure to make any payment when due will result in cancellation of this optional coverage.

This survivor benefit will be terminated if your spouse remarries or the date your dependent child(ren) is no longer a Dependent as outlined in the Definitions; or your dependents fail to make the required monthly payment after the first 6 months. Once terminated, this coverage cannot be reinstated.

## **9. Extension of Major Medical and Dental Benefits if Sick or Disabled**

If you are in receipt of Employment Insurance Sickness/Accident benefits, Weekly Indemnity benefits, Long Term Disability benefits, or Workers' Compensation benefits, Major Medical and Dental benefits will continue for you and your eligible dependents. If you receive a Workers' Compensation settlement, you must either apply for and be granted Weekly Indemnity or Long Term Disability benefits, or return to work if able.

If you die while your benefits are continuing, your eligible dependents will continue to be covered for Major Medical and Dental Benefits as described above in Section 8.

If you are in receipt of Employment Insurance Sickness/Accident benefits or Workers' Compensation benefits, you must provide Manion with proof of sickness or disability by forwarding a copy of your first cheque stub. Similar proof of sickness or disability will be required on an annual basis. Upon receipt of the copies of your cheque stub, you will be credited with service in the Pension Plan of 32 hours per week for the duration of your disability until the date when you are eligible for an Unreduced Early Retirement Pension.

## **10. No Break in Service Arrangement**

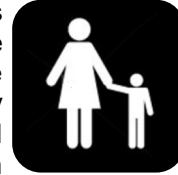
A "No Break in Service" is an arrangement that may be granted under the Pension Plan by the Trustees following a leave of absence approved by your Employer and the International Union of Elevator Constructors. Your coverage under the Welfare Plan continues up to the date that contributions on your behalf cease. **If you are granted a No Break in Service arrangement by the Trustees for any reason other than for an extended vacation or maternity/parental leave, you are not entitled to maintain your coverage under the Welfare Plan for the period of such arrangement.**

*If you are granted a No Break in Service for an extended vacation, you may make Pay-Direct contributions to the Plan at the Pay-Direct rate in effect at the time of self-payment, plus applicable taxes. If you are on an extended vacation and have not applied for or have not been granted a No Break in Service arrangement, you are not eligible to make Pay-Direct contributions and cannot maintain your coverage under the Welfare Plan.*

*If you are granted a No Break in Service for a maternity/parental leave, you will be provided six months of free Welfare coverage. If you wish to extend your leave up to an additional six months, you must reapply for a No Break in Service. If you are granted a No Break in Service for this extension, you may make Pay-Direct contributions to the Plan at the Pay-Direct rate in effect at the time of self-payment, plus applicable taxes.*

## **11. Designation of Beneficiary**

You may name any person you wish, or your estate, as your beneficiary. It is extremely important that you name a beneficiary to receive the Life Insurance benefit due under the Plan in the event of your death. The beneficiary should be named on your Member Information Card and any subsequent changes submitted to the Local Union Office. **To ensure that your beneficiary designation is up to date, you must complete and return the Welfare Member Information Change Form and/or the Pension Member Information Card immediately. These forms can be obtained from Manion or from your Local Union Office.**



## **12. Benefits Pertaining to Pensioners**

### **(a) Eligibility of Pensioners for Welfare Plan Benefits after Retirement**

To be entitled to Welfare Plan benefits at retirement you must have completed 3 years of Continuous Service within the 10-year period immediately prior to retirement and a total of 20 years participation in the Plan.

If you do not qualify for Welfare Plan benefits under this provision, and you are retiring from active employment in the Elevator Industry, your Spouse, designated beneficiary or estate will be entitled to a \$10,000 Death Benefit on your death.

### **(b) Welfare Plan Benefits after Retirement**

If you retire from active employment in the Elevator Industry on or after you reach age 55 and you meet the requirement in (a) above, you and your dependents will be covered only for Major Medical and Dental benefits. These benefits will be the same as they were while you were an active Employee. Currently, if your monthly pension is less than \$2,000 you will be required to contribute \$95 per month, plus applicable taxes, towards the cost of these benefits. If your monthly pension is \$2,000 or more you will be required to contribute \$140 per month, plus applicable taxes, towards the cost of these benefits.

If you die after retirement, your eligible dependents will be covered for the same Major Medical and Dental benefits as prior to your death, by contributing the monthly amount shown above based on the monthly pension amount, plus applicable taxes.

Your designated beneficiary or Estate will be entitled to a Death Benefit of \$10,000 upon your death.

## **Benefits Pertaining to Pensioners (Continued)**

### **(c) Welfare Plan Benefits on Disability Retirement**

Notwithstanding (a) above, if you are in receipt of a Disability Retirement Pension, your coverage for all Welfare Plan benefits, except AD&D benefits, Weekly Indemnity benefits and Long Term Disability benefits, will continue by contributing \$95 per month, plus applicable taxes. From the date of your disability retirement until age 65, if you die, your nominated beneficiary or Estate will be entitled to a Life Insurance benefit and a Death Benefit of \$10,000. The amount of the Life Insurance benefit depends upon the date on which you became eligible for a Disability Retirement Pension. If you die after age 65, only the Death Benefit of \$10,000 is payable. If you die after the date of your disability retirement, your widow(er) and dependents will be covered for the same Major Medical and Dental Benefits as prior to your death by contributing \$95 per month, plus applicable taxes.

### **(d) Employees who retire from Active Employment in the Elevator Industry and do not qualify for Welfare Plan Benefits under Paragraph (a) above**

If you have not completed 3 years of Continuous Service within the 10 year period immediately prior to retirement and a total of 20 years participation in the Plan at retirement, you will not qualify for Welfare Plan benefits, as explained in (a) above. However, even though you do not qualify under (a) above, if you are retiring from active employment in the Elevator Industry and are a participating member of the Plan at retirement, you may continue your coverage until your death for all benefits except Life Insurance, AD&D benefits, Weekly Indemnity benefits, and Long Term Disability benefits by contributing \$120 per month, plus applicable taxes, if your monthly pension is less than \$2,000. If your monthly pension is \$2,000 or more you will be required to contribute \$165 per month, plus applicable taxes, to continue your coverage until your death for all benefits except Life Insurance, AD&D benefits, Weekly Indemnity benefits and Long Term Disability benefits.

If you have elected to continue your Welfare Plan benefits after retirement and you die after retirement, your widow(er) can continue for the rest of her/his life (some restrictions such as remarriage, etc. may apply) the same Major Medical and Dental benefits as prior to your death by contributing the monthly amount shown above based on your monthly pension at the time of your death, plus applicable taxes.

## **Benefits Pertaining to Pensioners (Continued)**

### **(e) Continuation of Welfare Plan Benefits after Retirement**

In order to be entitled to receive Welfare Plan benefits, you must maintain your membership in good standing of the applicable Local Union of the International Union of Elevator Constructors.

If you retire from active employment and are no longer within the scope of the Collective Agreements and are in receipt of a pension from the Pension Plan, you will be entitled to receive the Welfare Plan benefits as stipulated in this booklet. However, if you return to employment in the Elevator Industry and work for an Employer who is not bound by one of the Collective Agreements, all Welfare Plan benefits shall immediately cease.

If you decide to return to employment with any participating Employer or **any** entity which is related to, or affiliated with that participating Employer, whether in Covered Employment or employment which is not covered under a Collective Agreement, your pension will be suspended and you will not receive any further pension benefit payments while you remain in such employment.

If you are expelled from a Local Union of the International Union of Elevator Constructors, any entitlement to Welfare Plan benefits shall immediately cease.

### **13. Terminated Former Employees**

Welfare Plan benefits are **not payable** to a former Employee entitled to a vested deferred pension under the Pension Plan and whose deferred pension benefit becomes payable under the Pension Plan.

### **14. How to Submit Claims**

- (a)** Obtain the appropriate claim form from your Local Union Office or Manion. Medical and dental claim forms can also be obtained online through myManion Portal at [www.mymanion.com](http://www.mymanion.com) or via the Mobile App.
- (b)** Complete the form in accordance with the instructions shown at the top of each form.

#### **(c) Medical and Dental Claims**

##### **Direct Deposit for Claims Payments**

All medical and dental benefit payments are made by direct deposit. If you do not choose direct deposit to receive your medical and dental claims payments, **you will be charged a fee for each cheque that is produced.**

## How to Submit Medical and Dental Claims (Continued)

**To avoid any fees**, it is important that you receive your health and dental claims payments electronically with direct deposit into your bank account. To enroll in the service, access your online account through the myManion Portal at [www.mymanion.com](http://www.mymanion.com) or via the Mobile App, and fill in the banking section under the “My Claims” menu item.

- (i) Have your health care practitioner complete any statement required to support your claim. In the case of a dental claim the Dental Association procedure code must be given on the form in order for the claim to be processed. Dental claims without such codes will be returned to the Member so the dental code can be obtained from the Dentist.
- (ii) Attach receipts to your claim form for payment of the services or supplies provided.
- (iii) Claims will be paid only for services rendered; no payment can be made towards planned treatment.
- (iv) If your dentist accepts assignment of your benefits payable, you must sign the appropriate section of the Standard Dental Claim form. Manion will then forward payment directly to your dentist.
- (v) Claims must be submitted promptly, in any event, not later than December 31 of the year following the year in which expenses are incurred.
- (vi) Pay-Direct Drug Card must be used for all prescription drug claims. **No prescription drug claims will be paid if the drug card is not used.** You can present your digital card via the myManion Mobile App.
- (vii) Electronic Filing of Other Medical Claims – Submit claims easily using myManion Portal or via the Mobile App. From the “Home” menu, go to the “My Claims” menu, then the “Submit Claim” menu, select the benefit type and follow the prompts. Please ensure that you provide and enter accurately all the information required. You must also upload clear photographs or copies of receipts when requested. **Please keep your original receipts and the Physician’s written referral and/or prescription for at least one year from the date of service.**
- (viii) TELUS eClaims – Electronic filing of your **vision care and paramedical claims** allows your health practitioners to file eligible claims for you and your family electronically to Manion for payment. This eliminates the need for mailing vision care or paramedical claims and speeds up reimbursement of eligible expenses. If your health practitioner is enrolled on the TELUS eClaims service, they can electronically submit claims directly to

Manion under Plan No. 00060000 on your behalf. Simply show your Benefit Card (or the digital card using the Mobile App) to your health practitioner for electronic submission of eligible services. When your Welfare Plan does not cover 100% of the expenses incurred, you or your eligible dependent(s) will need to pay the difference to your health practitioners.

- (ix) Filing of Other Medical Claims by emailing to [claim@manionwilkins.com](mailto:claim@manionwilkins.com) or by fax to 416-234-2071. If you are emailing your claims, please scan or take photographs of all the documents (signed claim form, receipts and the attending Physician's written referral or prescription, if applicable) and attach the scanned files or photographs to Manion. **Please remember to save the original receipts and Physician's written referral and/or prescription for at least one year from the date of service.**
- (x) Electronic Filing of Dental Claims – If your Dentist has access to Electronic Filing of Dental Claims, provide your Dentist with the plan number shown on your Benefit Card to verify that Manion does accept electronic filing of dental claims.

Once your Dentist Office submits your claim to Manion, the system will automatically verify eligibility and coverage amounts and will expedite reimbursement to you or your Dentist, if applicable.

#### (d) Disability Claims

- (i) For Weekly Indemnity benefits, all claims must be submitted to Manion within 45 days of the date benefits are due to commence. Please ensure all portions of the claim forms are fully completed and signed. Your Local Union Business Representative must also complete part of this form.

**For disability claims related questions and inquiries:**  
**Manion Disability Department**  
Disability Claims Administrator: 416-234-3633  
Email Inquiry/Disability Claims: [disability@manionwilkins.com](mailto:disability@manionwilkins.com)  
Fax to Disability Department: 416-234-0127

- (ii) For Long Term Disability benefits, all claims must be submitted to Manion within 365 days after the total disability begins or within 30 days after the termination of this benefit, whichever is earlier. Please ensure all parts of the claim form are fully completed and signed.

Please note: It is important you apply for Long Term Disability benefits whether or not you are in receipt of any Workers' Compensation benefits.

## How to Submit Medical and Dental Claims (Continued)

- (e) All claims must be submitted directly to the Plan Administrator:

**Manion Wilkins & Associates Ltd.**

**Claims Department**

626 – 21 Four Seasons Place

Etobicoke, Ontario M9B 0A6

Contact Centre: 416-234-3511 or Toll-free 1-866-532-8999

Email Inquiries: [askus@mymanion.com](mailto:askus@mymanion.com)

Plan Administrator's Website: [www.manionwilkins.com](http://www.manionwilkins.com)

Trust Fund Website: [www.ceiwpp.ca](http://www.ceiwpp.ca)

Major medical and dental claims can also be submitted online by email or by facsimile to Manion:

Fax Claims: 416-234-2071

Email Claims: [claim@manionwilkins.com](mailto:claim@manionwilkins.com)

View/Submit Claims: [www.mymanion.com](http://www.mymanion.com)

## (f) Appeals, Overpayments and Legal Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), the Insurance Act (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

### Appeals

You have the right to appeal a denial of all or part of the **Insurance** or benefits described in the contract as long as you do so within one year of the initial denial of the insurance or a benefit. An appeal must be in writing and must include your reasons for believing the denial to be incorrect.

### Benefit Limitation for Overpayment with respect to benefits covered by Canada Life

If benefits are paid that were not payable under the policy, you are responsible for repayment within 30 days after Canada Life sends you a notice of the overpayment, or within a longer period if agreed to in writing by Canada Life. If you fail to fulfil this responsibility, no further benefits are payable under the policy until the overpayment is recovered. This does not limit Canada Life's right to use other legal means to recover the overpayment.



## **15. Termination of Welfare Coverage**

Welfare coverage terminates if the covered person is no longer a full-time resident of Canada, not covered by a provincial health plan of Canada or is not a Member “in good standing” with the Union. The benefit coverage will also terminate when the covered person commences active duty in armed forces of any country, state or international organization.

If any person wilfully makes a false statement material to a claim for Plan benefits, or fails to disclose receipt of any income which would result in the reduction of such benefits or require the repayment of such benefits, the Trustees shall have the right to adjust any future payments to recover all payments made to the recipient who was not entitled to such payments, or take any other steps they determine advisable including terminating the coverage of the person who made such false statement or failure to disclose.

## **16. Future of the Plan**

The Contributing Employers and the International Union of Elevator Constructors expect and intend to keep the Plan in force indefinitely. However, the Trustees may change or modify the Plan from time to time.

If the Plan is discontinued, all the money in the Trust Fund must first be used for the benefit of Employees and their beneficiaries, and distribution will be made according to the terms of the Welfare Plan.

The Boards of Trustees in their sole discretion have the authority to amend, suspend, delete, or terminate any benefit provided under the Welfare Plan, subject to applicable government regulations.

Any particular benefit payable at any particular time does not guarantee that such benefit will be provided for any specific period of time. Any post-retirement benefits or benefits payable to disabled members may be amended, suspended, deleted, or terminated at any time by the Boards of Trustees in their sole discretion.

## PENSION PLAN

### **1. Retirement Dates**

#### **(a) Normal Retirement Age**

Normal Retirement Age is age 65.

#### **(b) Early Retirement**

Early Retirement with a reduction is permitted if you have attained age 55. If you have completed less than 20 years of continuous Credited Service immediately before retirement, your early retirement pension will be reduced by  $\frac{1}{2}$  of 1% for each calendar month between your Early Retirement and your Normal Retirement Age.

You may retire at any time without reduction to the amount of benefit standing to your credit if you are retiring from active employment in the Elevator Industry, and:

- (i) have attained age 58 and completed 22 years of continuous Credited Service immediately before retirement; or
- (ii) have attained age 59 and completed 21 years of continuous Credited Service immediately before retirement; or
- (iii) have attained age 60 and completed 20 years of continuous Credited Service immediately before retirement.

#### **(c) Postponed Retirement**

You are permitted to retire after your Normal Retirement Date but not later than the December 1st of the year in which you attain age 71.

### **2. Credited Service**

The amount of your pension depends on your Credited Service. You receive credit for each hour you work for which contributions are made to the Plan on your behalf.

If you are in receipt of Workers' Compensation benefits, Weekly Indemnity, Long Term Disability, Employment Insurance sickness or disability benefits, or Canada/Quebec Pension Plan Disability benefits, you will be credited with service of 32 hours per week.

**Note:** All references to "years of Credited Service" refer to continuous years from the date of your last enrollment in the Plan as a participating member to the relevant date, e.g. your date of retirement. If your Credited Service is not continuous due to a Break in Service (see Section 7), your entitlements under the Plan may be affected.



### 3. Amount of Pension

#### (a) Normal Retirement or Postponed Retirement

If you retired on or after October 1, 2018, your annual pension payable will be made up as follows:

- \$72.50 for each 100 hours of Credited Future Service.



#### (b) Early Retirement

You may qualify to retire before age 65 and receive an unreduced pension, but the Trustees must first approve the payment of unreduced pensions. The Trustees annually review the financial status of the Plan to see if it is in a position to allow unreduced early retirement. If it is not, all members will be notified in advance.

- 1 Continuous Service (with no breaks in service) in the Elevator Industry immediate before retirement, provided the funding of the Plan is adequate to allow for this benefit.
- 2 Reduced Early Retirement Pension – the annual pension earned to your date of retirement reduced by ½ of 1% for each calendar month between your ERD and UERD, provided the funding of the Plan is adequate to allow for this benefit.
- 3 Unreduced Early Retirement Pension, provided the funding of the Plan is adequate to allow for this benefit.
- 4 Deferred Pension Payable at a later date – the annual pension earned to your date of separation from the Plan reduced by ½ of 1% for each calendar month between your ERD and NRD.

ERD = early retirement date

NRD = normal retirement date

UERD = unreduced early retirement date

Age of retirement from active employment	Continuous Service ①	Reduced Early Retirement Pension ②	Unreduced Early Retirement Pension ③	Deferred Pension Payable at a later date ④
55 to 60	with at least 20 years of service	from ERD to age 60	not eligible	from ERD to NRD
55 to 59	with at least 21 years of service	from ERD to age 59	not eligible	from ERD to NRD
55 to 58	with at least 22 years of service	from ERD to age 58	not eligible	from ERD to NRD
58 to 65	with at least 22 years of service	no reduction	from ERD to NRD	from ERD to NRD
59 to 65	with at least 21 years of service	no reduction	from ERD to NRD	from ERD to NRD
60 to 65	with at least 20 years of service	no reduction	from ERD to NRD	from ERD to NRD

## **Amount of Pension (Continued)**

### **(c) Effect of Break in Service on Retirement**

If you suffer a Break in Service (see Section 7), you must accumulate the required continuous years of Credited Service from the date of your return to work in order to receive an early retirement pension as described on the previous page.

### **4. Pension Benefits at or after Death of a Retired Member**

If you retire from active employment in the Elevator Industry and do not have a Spouse at the time of your retirement, and you die within the 10 year period after your retirement date, pension payments will continue on your death at 100% for the balance of the 10 year period to your designated beneficiary or estate.

If you retire from active employment in the Elevator Industry and you have a Spouse at the time of your retirement, and you die within the 5 year period after your retirement date, pension payments will continue on your death at 100% for the balance of the 5 year period to your Spouse, or your designated beneficiary if your Spouse predeceases you. Thereafter, your Spouse at the time of your retirement will be entitled to receive a Survivor Pension for his or her lifetime equal to  $66\frac{2}{3}\%$  of your retirement pension.

Alternatively, if you have a Spouse at the time of your retirement, you may elect to have your pension payments continue on your death at 100% for the balance of a 10 year period, after your retirement date, to your Spouse, or your designated beneficiary if your Spouse predeceases you. Thereafter, your Spouse at the time of your retirement will be entitled receive a Survivor Pension for your Spouse's lifetime equal to  $66\frac{2}{3}\%$  of your retirement pension. The pension payable in this alternate form shall be actuarially adjusted to account for the longer guarantee period.

### **5. Additional Supplementary Benefit**

Provided the funding of the Plan is adequate and the Trustees approve the payment of unreduced pensions you may be entitled to an additional supplementary benefit. If you have attained 55 years of age and are retiring early from active employment in the Elevator Industry with 20 or more years of continuous Credited Service immediately before retirement, you will receive an additional supplementary benefit of \$400 per month. The benefit will be paid on a monthly basis from the effective date of your pension and cease on the first day of the month following your 65<sup>th</sup> birthday or with your death (whichever occurs first).

### **Additional Supplementary Benefit (Continued)**

If you have a Spouse when you retire and you die prior to reaching age 65, your Spouse at the time of your retirement will be entitled to receive an additional supplementary benefit equal to  $66\frac{2}{3}\%$  of your additional supplementary benefit, payable until the first day of the month following when you would have attained age 65, or until his or her death (whichever occurs first).

This additional supplementary benefit will not be used in the calculation of any benefit paid on termination of membership or in the calculation of any pre-retirement death or survivor benefit.

### **6. Application for, and Payment of, Pensions**

When your retirement date approaches you should obtain an Application for Retirement Pension form from your Local Union Office and complete it as required. This Application form must be in the hands of Manion prior to the date on which you wish your pension to commence. Your application form must be accompanied by satisfactory proof of your age [see Section 15 (h)] and of the age of your Spouse.

Pension payments will normally start on the first day of the month after your retirement date, provided that your Application form has been received by Manion at that time. If the annual amount of pension payable falls within certain limits as regulated under the pension legislation of your province of employment, a lump sum payment will be made instead of monthly payments.

In the event that you become incapable of managing your affairs as a result of physical or mental illness, the Trustees may direct that payments be held until a guardian, committee or other legal representative is appointed.

### **7. Break in Service**

A Break in Service occurs if you do not make yourself available for Covered Employment under the terms of the Collective Agreement for a period of three or more consecutive months.

If you suffer a Break in Service, you will be entitled to the Termination Benefits as set out in Section 10 depending on your age and years of Credited Service. If you later return to work in Covered Employment, you will be treated as a new Employee and must re-enroll in the Plan. Credited Service will then accumulate from the date of your return to work.

### **Break in Service (Continued)**

If you had a Break in Service and previously elected not to transfer the commuted value of your accrued pension out of the Plan and later return to work in covered employment, your deferred pension earned prior to the Break in Service will be recalculated at the current benefit rate after you complete five years of continuous Credited Service after your return to work.

Absence for any of the following reasons will not count as a Break in Service:

- (a) unemployment, provided that you have made yourself available for Covered Employment under the terms of the Collective Agreement;
- (b) temporary total disability, provided that satisfactory medical evidence of your disability has been submitted to the Trustees;
- (c) leave of absence which has been approved by your Employer, the International Union of Elevator Constructors and the Trustees (see No Break in Service below);
- (d) service with the International Union of Elevator Constructors in an elected or appointed position;
- (e) military service in the Armed Forces of Canada, subject to the following limitations:
  - (i) military service is during a period of national emergency,
  - (ii) you do not re-enlist after the time you would have been discharged,
  - (iii) you apply for work in the Elevator Industry within 90 days after your discharge.

### **8. No Break in Service Arrangement**

If you are granted a leave of absence or an extended vacation by your Employer and the International Union of Elevator Constructors, and contributions to the Plan on your behalf have ceased, you must protect your position in the Plan by applying to the Trustees for a No Break in Service arrangement stating the reasons for your absence. If such arrangement is granted, you will not lose any benefits earned up to the date of your leave of absence or extended vacation. When the period of your No Break in Service arrangement is over, you must immediately make yourself available for work with a Contributing Employer, otherwise you will be treated as having terminated your employment.

**If you do not apply** for a No Break in Service arrangement and you take a leave of absence or extended vacation, you will suffer a Break in Service and will be treated as having terminated your employment. In this case your pension benefits will be subject to the rules relating to termination of membership in the Plan set out in Section 10. If you subsequently return to work, you will be treated under the Plan as a new Employee.

## **9. Death Benefits before Retirement**

If you die prior to retiring, a death benefit statement will be provided to your Spouse (or Beneficiary). This statement will include the value of your pre-retirement death benefit in addition to other details relating to your Membership in the Pension Plan. This statement will outline the options which are available to your Spouse (or Beneficiary) as a result of your death.

If you die prior to retiring, your Spouse will receive either a lump sum amount equal to the commuted value of your pension accrued to the date of your death, or an immediate or deferred pension equal in value to this lump sum.

If you do not have a qualifying Spouse at the time of death, your designated beneficiary or estate will receive this lump sum amount. In addition, if you die while actively employed in the Industry and after having completed five years of Credited Service, or while in receipt of a Disability Pension but before your Normal Retirement date under the Plan, each of your dependent children under 18 years of age will receive \$100 per month commencing on the first day of the month following your death. This benefit will be paid to the child's legal guardian and will cease with his/her 18th birthday.

## **10. Termination Benefits**

You are entitled to termination benefits if you have a Break in Service.

If you are entitled to termination benefits, your benefits are locked in. You will be provided with a deferred pension, in an amount equal to the pension earned to the date of your termination, which is payable at your Normal Retirement Date.

You may transfer the commuted value of your accrued pension at your termination date to the registered pension plan ("RPP") of your next employer, if that plan so permits, or to a locked-in registered retirement savings plan ("locked-in RRSP") to provide you with a pension at retirement, or to a life income fund ("LIF"), or to a locked-in retirement account ("LIRA"), or have a deferred life annuity purchased which would be payable at any time after age 55.

If you wish to have the commuted value of your accrued pension transferred to a locked-in RRSP, LIF, LIRA or RPP of your next employer, you must provide satisfactory proof of age [see Section 15 (h)] and sign a locking-in agreement in the form required by the Trustees when applying for such transfer. Upon completion of this transfer, no further benefits are payable under the Plan.

## **Termination Benefits (Continued)**

If you have reached age 55, you may not transfer your benefit entitlement out of the Plan. You are entitled to a pension at age 65 equal to your pension benefit accrued to your date of termination. You may elect to receive such pension as early as age 55. However, your accrued pension benefit will be reduced by 1/2 of 1% per month for each month you retire prior to the date on which you would have reached age 65.

If you are entitled to a deferred pension payable by the Plan, having previously terminated your employment in the Industry, and you die before you have applied to have your pension payments commence, your qualifying Spouse will receive a lump sum amount equal to the commuted value of your deferred vested pension accrued to the date of your death. If you do not have a qualifying Spouse, your designated beneficiary or estate will receive a lump sum amount equal to the commuted value of your deferred vested pension accrued to the date of your death.

### **11. Employment of a Pensioner**

If you are receiving a pension from the Plan and you return to work for an Employer who is participating in the Plan, your pension benefits will be suspended. You are required to advise the Trustees, immediately upon employment, that you have returned to work. Your monthly pension payments will be suspended during this period of employment after retirement.

The amount of monthly pension payable after such a period of employment is equal to the amount you were receiving before your pension was suspended plus an adjustment to reflect any additional pension which you have earned based on hours reported and contributions made to the Plan for this period of employment after retirement. The additional pension payable for this period of employment will be calculated in the same form of pension you selected upon your initial retirement.

### **12. Designation of Beneficiary**

If you die prior to retirement, the death benefit will automatically be payable to your Spouse.

If you do not have a qualifying Spouse or if your Spouse has waived entitlement to the pre-retirement death benefit, the person you appoint as your beneficiary on your Member Information Card (MIC) is the person who will receive any benefits payable as a result of your death. If you have not appointed a beneficiary in the "Beneficiary Designation" section of the MIC, the pre-retirement death benefit will be paid to your estate.





### **Designation of Beneficiary (suite)**

You may name any person you wish as your beneficiary, including your Spouse, or you may designate your estate, to receive any benefits due under the Plan in the event of your death before retirement. You should ensure that your beneficiary designation is up to date. You may change your beneficiary at any time subject to legal restrictions by requesting the appropriate form from Manion. For your own protection, be sure to review your designated beneficiary outlined in your annual Personalized Benefit Statement.

### **13. Secondary Beneficiary prior to Retirement**

If you wish to designate a secondary beneficiary in case your beneficiary or Spouse pre-deceases you, please make your secondary designation in writing and attach it to a fully completed Member Information Card or Change Form. The designation must be dated, signed, witnessed and must clearly indicate the name of your secondary beneficiary and their relationship to you.

### **14. Changing Beneficiary after Retirement**

If you are retired and you wish to change your beneficiary, please contact Manion. You may only change your beneficiary if the form of pension selected at retirement allows this. If you selected a Joint and Survivorship pension with guarantee period you may designate a secondary beneficiary, in case your Spouse pre-deceases you during the guarantee period. The recipient of the survivor pension cannot be changed from your Spouse at retirement.

If both you and your Spouse at retirement die before the number of guaranteed payments have been made, the remaining monthly pension payments will be paid to the last survivor's beneficiary.

### **15. General Pension Provisions**

This booklet is a general outline of the Plans and its purpose is to explain as briefly and clearly as possible each of the benefits to which you are entitled. Should the pension legislation of your province of employment require different terms and conditions than outlined in the pension section of this booklet, the terms and conditions of the province of employment will apply.

The benefits outlined under the Plans are subject to the terms and conditions of the Plan documents and the Group Master Policies. If there is any conflict between this outline and the Plan documents, the Plan documents will apply in all cases.

## **General Pension Provisions (Continued)**

### **(a) Pension Trust Fund**

Contributions by Employees and Employers are paid regularly into a trust fund held by a corporate trustee and invested in accordance with the requirements of the Pension Benefits Acts. Benefits from the Plan will be paid out of this fund either in cash or by means of pensions provided through the fund.

### **(b) Members' Annual Pension Statements**

During the year you will receive a statement effective as of December 31 of the previous year showing your hours worked for which contributions have been made to the Plan, your annual pension earned to the statement date and payable from your Normal Retirement Date, your own contributions to the Plan with and without interest and other required information.

### **(c) Small Pension**

Your benefit is normally paid as a monthly pension when you retire. However, at the time you terminate your participation in the Plan, if your monthly pension is a "small" pension, the Trustees may pay you the commuted value of your pension in a lump sum instead of a monthly pension when you retire. Subject to provincial pension legislation, a "small" pension is a pension not exceeding 4% of the Yearly Maximum Pensionable Earnings (YMPE) on which your CPP/QPP contributions are based. In 2021, this amount is \$205.33 per month. In addition, if the commuted value of a pension is less than 20% of the YMPE (\$12,320 in 2021) the pension is considered to be a "small" pension.

### **(d) Assignment of Benefits**

The purpose of the Plan is to provide you with an income after you retire. For this reason, you may not assign any of its benefits other than by naming a beneficiary or joint annuitant. The Plan does not confer on an Employee any right or interest in the benefits and the benefits cannot be surrendered except as provided in the Plan.

### **(e) Marriage Breakdown**



If you get a divorce, annulment or separation from your spouse, the allocation of your pension benefit will be subject to the applicable provincial family law. If, in accordance with the applicable provincial family law, your ex-spouse is entitled to any portion of your benefit, the benefit to which you, or your current spouse, are entitled will be adjusted accordingly, subject to the requirements of pension legislation.

**(f) Future of the Plan**

The Contributing Employers and the International Union of Elevator Constructors expect and intend to keep the Plan in force indefinitely. However, the Trustees may change or modify the Plan from time to time. If the Plan is discontinued, all moneys in the Trust Fund, after providing for the expense of the Plan, must be used for the benefit of Employees and their beneficiaries. Distribution will be made according to the terms of the Plan consistent with the Pension Benefits Act.

The Boards of Trustees in their sole discretion have the authority to suspend, delete, or terminate any benefit provided under the Welfare Plan and the Pension Plan, subject to applicable government regulations.

Any particular benefit payable at any particular time does not guarantee that such benefit will be provided for any specific period of time. Any post-retirement benefits or benefits payable to disabled members may be suspended, deleted, or terminated at any time by the Boards of Trustees in their sole discretion.

**(g) Gender and Number**

Unless the context otherwise requires, words in the singular shall be construed as including words in the plural and words in the plural as including words in the singular and words importing the masculine gender shall be construed as including the feminine.

**(h) Documents Considered as Proof of Age**

The “best” proof of age is a birth certificate or baptismal certificate. If one is not available, then any one of the following pieces of identification can be used:

- Immigration papers
- Citizenship papers
- Drivers' licence
- Military records
- Passport

**16. Pension Plan excluded from Grow-in Benefits**

The Pension Benefits Act of Ontario was amended in 2012 to require that grow-in benefits be provided upon termination of membership in a Pension Plan resulting from a termination of employment which occurs on or after July 1, 2012. This change allows an eligible Pension Plan member to grow-in to certain benefits after termination of employment unless employment is terminated due to willful misconduct, disobedience or willful neglect of duty by the member that is not trivial and has not been condoned by the employer. To be eligible, the member's age plus years of continuous employment or membership in the plan at the date of termination must equal at least 55.

### **Pension Plan excluded from Grow-in Benefits (Continued)**

In addition, to be eligible to grow-in to bridging benefits, the member must have at least 10 years of continuous employment or membership in the plan. If eligible, the member would be entitled to receive an enhanced or unreduced pension on the date on which he would have been entitled to the enhanced or unreduced pension under the pension plan, if his employment or plan membership had continued to that date.

This change in legislation provided multi-employer pension plans the option to elect to exclude the Pension Plan and its members from this requirement. As this Pension Plan is a multi-employer pension plan, the Board of Trustees elected, effective July 1, 2012, to exclude the Pension Plan and its members from grow-in benefits under these circumstances.

### **17. Termination of Pension Coverage**

If any person wilfully makes a false statement material to a claim for Plan benefits, or fails to disclose receipt of any income which would result in the reduction of such benefits or require the repayment of such benefits, the Trustees shall have the right to adjust any future payments to recover all payments made to the recipient who was not entitled to such payments, or take any other steps they determine advisable including terminating the coverage of the person who made such false statement or failure to disclose.

### **18. Governance of Pension Plan and Pension Fund**

Under the terms of the trust document creating this Pension Trust Fund, the Board of Trustees is responsible for the administration of the Pension Plan and the management of the Pension Trust Fund. While serving on the Board, the Trustees are required to act independently and in good faith and must treat members and beneficiaries impartially and prevent personal interests from conflicting with those of the Pension Plan. All decisions of the Trustees are made by a majority vote. Each of the Trustees is allowed one vote and no one other than an appointed Trustee may vote.

The Trustees must exercise the care, diligence and skill in the administration and investment of the Pension Fund that a person of ordinary prudence would exercise in dealing with the property of another. This fiduciary duty obliges the Trustees to invest assets in a prudent manner taking into account all factors that may affect the funding and solvency of the Plan and the ability of the Plan to meet its financial obligations.

## **Governance of Pension Plan and Pension Fund (Continued)**

The Trustees alone may make decisions regarding the rules and regulations of the Pension Plan and the benefits to be provided. In addition, the Pension Plan has in place standards of business conduct to govern the activities of the Trustees and other individuals in discharging their duties to the Plan. The code of conduct policy addresses conflict of interest, confidentiality, and gifts and other benefits.

### **(a) Governance Policy**

The Trustees have established a Governance Policy which describes the processes put in place for the management of the Pension Plan and Pension Trust Fund. It documents policies, guidelines and management practices that are currently effective. The purpose of the Governance Policy is to ensure that the Plan and Fund are administered and invested effectively, prudently and in compliance with all applicable legal and regulatory requirements. To assist them in the management of the Pension Plan and Pension Trust Fund, the Trustees may delegate some of their responsibilities to service providers. The Board of Trustees is authorized to appoint lawyers, auditors, custodians, administrators, actuaries, investment managers and other professionals as may be necessary to assist them in the governance of the Pension Plan and Pension Trust Fund. The Governance Policy identifies the roles and responsibilities of all involved parties, including the service providers. Policies are in place for the selection and monitoring of service providers and their replacement if they are not meeting the Board's expectations.

### **(b) Delegation of Responsibilities**

#### **Advisors and Auditors**

The Board has retained the services of a number of advisors to help fulfill its responsibilities. The Board meets with outside advisors, including lawyers, on any issue which may require clarification or independent opinion. The Board appoints an external auditor each year to review the accounts and to provide an opinion on the Fund's financial statements and meets with the auditor to review their findings.

The auditor's report on the financial statements of the Fund is prepared within 180 days following the close of each fiscal year of the Fund and is filed with the regulators.

#### **Actuary**

The Board also appoints an actuary in order to obtain an actuarial report on the financial condition of the Plan based on the assets in the Fund, the contributions negotiated under the collective agreement(s) and the benefits provided under the Plan. The actuarial report, which must be prepared in accordance with legislated requirements at least once every three years, is submitted to the provincial and federal regulators.

## **Governance of Pension Plan and Pension Fund – Delegation of Responsibilities (Continued)**

### **Plan Administrator**

The Trustees have delegated the administration of the Plan to a third party. Manion implements and follows the Board's approved policies regarding communications, control, administration and privacy. Throughout the process, the Board oversees the administrator to ensure that the Plan is administered in compliance with all relevant Plan documents and policies and to ensure that all regulatory requirements are met.

### **Investment Managers and Custodian**

The Trustees have established an investment strategy for the Pension Trust Fund which is documented in the Statement of Investment Policies and Procedures ("SIPP"). The Trustees have delegated the investment management of the assets of the Pension Fund to professional investment managers. The investment managers make the day-to-day investment decisions within the guidelines of the SIPP. Hence, as outlined in the SIPP, the Pension Plan assets are invested in a balanced and diversified portfolio designed to enhance investment returns while minimizing risk over the long term. The investment managers report to the Trustees on a quarterly basis on the investments held, the rates of return over various periods, and confirmation that the investments comply with the Trustees' directives or explain why they deviate and when and/or how they expect to comply. The Trustees review the performance of the Pension Fund several times each year to determine if changes in strategy or investment managers are required. A custodian is also appointed to hold all the securities and exercise privileges relating to the securities for the Fund, make investments as directed by the investment managers or Trustees, and pay benefits and Plan and Fund expenses as directed by the Trustees or administrator.

### **(c) Oversight Role of the Board of Trustees**

In its oversight role, the Board must have the qualities necessary to oversee a complex financial business. Therefore, the Board of Trustees has implemented formal orientation and education programs for new and existing Trustees to assist them in executing their fiduciary and governance duties. These programs include sessions on legal responsibilities, governance concepts and practices, investment management and finance and actuarial concepts and approaches. The Board of Trustees also has a continuing education program.

The Trustees have a written agreement with each service provider outlining the services to be provided, the fees charged for their services, and the reporting requirements. Each year, the service providers must confirm, in writing, to the Trustees that they have fulfilled the terms of their agreements or explain why they have not. On an annual basis, the Trustees review the declarations made by the service providers and their ongoing suitability.

The Trustees hold meetings on a regular basis, usually 6 to 8 times per year. At each meeting, they discuss the activity of the Pension Trust Fund and Pension Plan since the last meeting. Each service provider must report to the Trustees on a regular basis and attend Trustees' meeting as requested by the Trustees. Any questions, suggestions, or complaints addressed to the Trustees with respect to benefits, service providers or otherwise are discussed at the meetings of the Board.

**(d) Communications**

The Board of Trustees is accountable and provides disclosure on the Plan's activities to the active and retired members or their survivors. The Board's disclosure and reporting practices include the distribution of this booklet as well as other communications including personalized annual benefit statements (which is a legal requirement), and various communication bulletins which are distributed when changes are made to the Plan or processes. The Board of Trustees may be contacted through Manion.

## **IMPORTANT INFORMATION**

### **Online Services – myManion**

The Board of Trustees in conjunction with Manion offers you access to myManion, an online service where you are able to see your personal benefit coverage information 24-hours-a-day at [www.mymanion.com](http://www.mymanion.com). In addition to the myManion online services (Portal), your account information is available 24/7 through your iPhone, iPad and similar android devices. The “myManion” App is available for FREE from the Apple App Store and Google Play Store.

### **myManion Portal [www.mymanion.com](http://www.mymanion.com) and Mobile App**

You would have been provided with a secure login ID and password when the online/App service became available to the Canadian Elevator Industry members or later, when you first became an eligible Plan Member. If you do not know your username or password, go to Login and follow the prompts. When you open the Portal or Mobile App, your digital Benefit Card and Pay-direct Drug Card are available.

Once you Login using your username (ID) and password the Home Menu will direct you to the menus for your claims or your benefits. From this Menu, you can:

- Submit claims easily using the Submit Claim menu and following the prompts. Please ensure that you provide all the information required and that it is entered accurately. You must also upload clear photos or copies of receipts when requested and you must be enrolled for direct deposit. (Alternatively, eligible vision and paramedical claims can be filed electronically by your health practitioner(s) if your practitioner is enrolled on the TELUS eClaims Service – Refer to page 40);
- View the status, explanation of benefits and history of submitted claims; and view your work history;
- Access or print claim forms, booklet, brochures, newsletters and communiqué updates;
- Access policy and benefit coverage information (Check My Coverage);
- Change your password for security purposes and set your password hint;
- Provide or update your contact information including mailing address, telephone number and email address;
- Set up or update your banking information for direct deposit program;
- Obtain a claims history report and a benefit confirmation history;
- Access your Annual Personalized Benefit Statements;
- Access or print copies of the tax receipts mailed to you annually by Manion including, as applicable:
  - T4A for taxable life insurance premiums plus any taxable benefits paid (Weekly Indemnity) during the tax year
  - Medical Expense Statements for those who paid direct (self-paid) for medical and dental coverage during the tax year