

IRONWORKERS'
LOCAL 721
(RODMEN)
BENEFIT AND
PENSION PLANS

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

January 2018

# INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

# LOCAL 721 RODMEN BENEFIT PLAN

January 1, 2018



# **Ironworkers Local 721**

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# **BOARD OF TRUSTEES**

A joint board of trustees made up of both employer and union representatives is responsible for the management of the plan.

#### **Plan Administrator**

Ontario Ironworkers/Rodmen
Benefit Plan Administrators Corporation
www.ontarioironworkers.com

#### Consultant

The Segal Company, Ltd.

#### **Auditor**

Darryl G. Sibley, C.A.

# LOCAL 721 RODMEN BENEFIT FUND

#### Dear Member:

The Local 721 Rodmen Benefit Fund (the Fund) provides eligible participants with a wide range of benefits (the Plan) such as life insurance, disability and health benefits.

The Fund is financed by contributions from Rodmen Employers. The contribution rates are set out in the applicable collective agreement.

The Fund and the operations of the Plan are controlled by a Board of Trustees where the Union and Employers are equally represented. The Trustees serve without compensation.

This booklet provides a summary of the Plan **as of January 1, 2018**. We suggest that you take the time to study it and keep it available for ready reference.

This booklet is for your general information only and is not the Insurance Policy. While every effort has been made to ensure that the information is accurate, the final determination of any claim, question or problem which may arise will be governed by Fund documents, the Trust Agreement and the Insurance Policy issued by The Manufacturers Life Insurance Company (the Insurance Company).

We believe the Plan provides an excellent package of benefits. It is our hope to continue to provide the best benefits affordable. However, because of the ever-changing economic environment, the benefits provided in this booklet cannot be guaranteed for the future. In order to protect the Fund, the Trustees have the right to amend, delete, add or change the Plan's benefits as they apply to all current and future active and retired members, including the right to add or delete benefits, monetary or otherwise, as circumstances may warrant.

Sincerely,

BOARD OF TRUSTEES

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**Note:** Please see the Pension Plan section for the Table of Contents – Pension Plan.

# CONTACTING THE ADMINISTRATOR

If you have any questions, please write or call the Administrator's office for assistance. The address is:

Ontario Ironworkers/Rodmen Benefit Plan Administrators Corporation 111 Sheppard Avenue East North York, Ontario M2N 6S2

# Telephone:

 Toronto area
 416-223-0383

 Anywhere in Canada
 1-800-387-8075

 Fax
 1-416-223-0956

 Website
 www.ontarioironworkers.com

When writing to the Administrator, be sure to include the following information in your letter:

- (a) Your name (clearly written or printed) as listed on your employer's payroll.
- (b) Your full address.
- (c) Your Member Certificate Number (or Social Insurance Number).
- (d) Your telephone number including area code.
- (e) Your present or most recent employer.
- (f) Your Union Local Number and identification as a Rodman.

This will enable the Administrator to locate your records and handle your request more quickly.

#### **Member Website**



For more information about the Plan, you can log on to the secure member website at <u>www.ontarioironworkers.com</u>. The information on the web site is updated monthly at the beginning of each month.

The first screen of the member website has a personalized greeting that refers to your name, and has a menu of eight buttons across the top of the page. The buttons are described below:

- 1. "Eligibility" You can review your monthly benefit coverage eligibility. This information provides you with a summary of your eligibility.
- 2. "Benefit Hours" You can review the contribution history from your employers, and verify the number of hours reported by the employer to the Administrator with the actual hours you worked.
- 3. "Beneficiaries" Shows your current Benefit Plan beneficiary(ies) for Life Insurance and Accidental Death Insurance. For information about your Pension Fund beneficiary(ies) contact the Administrator's office.
- 4. "Dependent" You can review the list of dependents on record for benefit coverage. Be sure to keep this list up-to-date.
- 5. "Pension Hours" Similar to the "Benefit Hours" button, but provides your Pension Plan contribution history.
- 6. "Marital Status" You can review your current marital status on our records. Be sure to keep your status up-to-date.
- 7. "Union History" You can review your union history, such as your initiation date.
- 8. "Log Off" Enables you to log off from the secure member website when you are finished.

#### **SUMMARY OF BENEFITS**

#### **ACTIVE MEMBERS**

#### **ACTIVE MEMBERS**

Life Insurance • \$60,000

Dependent Life • \$25,000 spouse/\$25,000 each child

Accidental Death • \$20,000 (terminates at age 70)

Accidental Dismemberment • \$30,000 (terminates at age 70)

Weekly Indemnity
1st Day Accident,
or Hospitalization\*,
8th Day Sickness

• \$600 per week, for a maximum of 52 weeks, integrated with Employment Insurance accident and sickness benefits

\*must be hospitalized for at least 24 consecutive hours

Long Term Disability

- Benefits payable from 53rd week of Disability, for a maximum of 2 years or to age 65, if earlier
- Offset by pension benefits and 50% of CPP/QPP disability benefits\*\*
- 1st year \$300 per week; 2nd year \$230 per week

\*\* Please refer to the benefit description for a list of applicable offsets.

#### **ACTIVE MEMBERS AND DEPENDENTS**

Supplementary Health

- 100% of covered expenses
- Prescription drugs (dispensing fee limited to \$7 per prescription); Fertility drugs \$6,000 lifetime maximum; Viagra and other erectile dysfunction drugs up to \$1,000 maximum per calendar year; Injectable vitamins and supplements; Smoking cessation drugs, one 3-month supply per lifetime
- Private Duty Nursing at the home maximum \$3,000 per person, per calendar year
- Hearing Aids maximum of \$250/2 years
- Sleep apnea accessories maximum \$1,600 per calendar year

- Psychologist, Chiropractor, Naturopath,
   Osteopath, Physiotherapist, Acupuncturist,
   Massage Therapist, Speech Therapy, Reflexology,
   and Podiatrist or Chiropodist (including x-ray
   charges) to a combined maximum of \$2,500 for
   all practitioners
- All Practitioners must be registered and legally practicing within the scope of their license.
- All expenses limited to \$10,000 per calendar year (does not apply to drugs)
- Nursing Home up to \$20 per day (to the extent not covered by OHIP)

Vision Care

- Maximum of \$1,200 member/\$800 dependent every 2 calendar years for eyeglasses or contact lenses (\$800 every year for dependents under age 16)
- \$500 lifetime maximum for contact lenses if required as a result of cataract surgery
- Laser eye surgery \$2,000 lifetime
- One eye examination (age 20 to 64 inclusive) every 2 calendar years up to \$100 maximum

Out-of-Province/Canada Emergency and Emergency Travel Assistance • Out-of-Province/Canada Emergency care and Emergency Travel Assistance (for trips of up to 180 days); \$1,000,000 lifetime maximum

Dental

- Based on the ODA Suggested Fee Guide approved by the Trustees
- 95% Basic Services (no annual maximum)
- 75% Major Services (maximum \$3,000 every 3 years). Is payable once you have been eligible under the Plan for at least 12 consecutive months.
- 75% Orthodontic Expenses (\$5,000 lifetime maximum (including adult orthodontic)
- Laboratory charges are limited to 66 2/3% of the fee for the procedure in the approved Fee Guide

Please refer to the benefit descriptions for further limitations.

# **SUMMARY OF BENEFITS**

#### RETIRED MEMBERS

#### RETIRED MEMBERS

Life Insurance\* • \$10,000

Accidental Death and Dismemberment\*

• \$10,000 (Terminates at age 70)

Weekly Indemnity • Not a covered benefit

Long Term Disability • Not a covered benefit

#### RETIRED MEMBERS AND DEPENDENTS

Supplementary Health

- 100% of covered expenses:
- Prescription drugs (dispensing fee limited to \$7 per prescription), reimbursement of \$100 Ontario Drug Benefit Program annual deductible; Viagra and other erectile dysfunction drugs up to \$1,000 maximum per calendar year; Injectable vitamins and supplements; Smoking cessation drugs, one 3-month supply per lifetime
- Private Duty Nursing at the home maximum \$3,000 per person per calendar year
- Hearing Aids maximum of \$250/2 years
- Sleep apnea accessories maximum \$1,600 per calendar year
- Psychologist, Chiropractor, Naturopath,
   Osteopath, Physiotherapist, Acupuncturist,
   Massage Therapist Speech Therapy,
   Reflexology, and Podiatrist or Chiropodist
   (including x-ray charges) to a combined
   maximum of \$2,500 for all practitioners
- All Practitioners must be registered and legally practicing within the scope of their license

<sup>\*</sup> Members who retired before May 1, 1989 are covered for a different amount of Life Insurance and are not covered for Accidental Death and Dismemberment benefits. Please contact the Administrator's office for further details.

- All expenses limited to \$10,000 per calendar year (does not apply to drugs)
- Nursing Home up to \$20 per day (to the extent not covered by OHIP)

#### Vision Care

- Maximum of \$1,200 member/\$800 dependent every 2 calendar years for eyeglasses or contact lenses (\$800 every year for dependents under age 16)
- \$500 lifetime maximum for contact lenses if required as a result of cataract surgery
- One eye examination (age 20 to 64 inclusive) every 2 calendar years up to \$100 maximum

Out-of-Province/Canada Emergency and Emergency Travel Assistance • Out-of-Province/Canada Emergency care and Emergency Travel Assistance (for trips of up to 180 days); \$1,000,000 lifetime maximum

#### Dental

- Based on the ODA Suggested Fee Guide approved by the Trustees
- 95% Basic Services (no annual maximum)
- 75% Major Services (maximum \$3,000 every 3 years). Is payable once you have been eligible under the Plan for at least 12 consecutive months.
- 75% Orthodontic Expenses (\$5,000 lifetime maximum for dependent children only, treatment must commence prior to age 20)
- Laboratory charges are limited to 66 2/3% of the fee for the procedure in the approved Fee Guide

Please refer to the benefit descriptions for further limitations.

#### **IMPORTANT**

The above summary reflects the coverages for Retired Members who elect Option 1 coverage. Option 2 and Option 3 coverage levels are different, as described in the Eligibility Rules for Retired Members section later in this booklet.

All coverage Options are subject to the payment of Required Contributions as described later in this booklet.

# **ELIGIBILITY REQUIREMENTS for Active Members**

# **Active Member Eligibility**

You may be eligible for Active Member benefits under the Plan if you:

- 1. reside in Canada,
- 2. covered under your provincial government health plan
- 3. are a union member in good standing with Local 721, or are a Probationary Member,
- 4. work for a contributing employer, and
- 5. work the required number of hours for initial eligibility or continuing eligibility, described later in this section.

A contributing employer is any employer that is obligated or permitted to contribute to the Fund.

# **Eligible Dependents**

Your eligible dependents are:

- 1. Your spouse, where "spouse" means either:
  - (a) a person who, as of the time in question, is legally married to you, by virtue of a religious or civil ceremony and is living with you at the time an expense is incurred, or
  - (b) a person who is living with you at the time an expense is incurred and who is publicly represented as your spouse and is designated as your spouse on your Application Card when you first join the Plan. If the person is added as your spouse after you join the Plan, you must complete a new Application Card and send it to the Administrator's office. The Application Card designating that person as your spouse must have been on file in the Administrator's office for at least one year before the designated person is eligible for benefits as your spouse;
- 2. Your unmarried children from live birth under the age of 21 who are dependent upon you for maintenance and support, are not employed on a regular and full-time basis; and are living with you (or your separated spouse), and

3. Your unmarried children age 21 and over but under the age of 25 who are dependent upon you for maintenance and support, are not employed on a regular and full-time basis and are attending school at an accredited college or university on a full-time basis.

The word "children" means your own or lawfully adopted child who depends upon you for support, and lives with you (or your former spouse) in a regular parent-child relationship.

# Continuation of Dependent Group Life, Supplementary Health, Vision Care and Dental Benefits for Incapacitated Children

Dependent Group Life, Supplementary Health and Dental benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Insurance Company within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of physical or mental handicap;
- became so incapacitated while covered and prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to the Insurance Company, as required, but not more often than annually.

# **Effective Date of Coverage**

The effective date of your coverage (and your dependents) is the date on which you qualify for coverage in accordance with the rules set out in the following section – except that no payments are made for services rendered or costs incurred prior to that date.

Major Services under the Dental is payable once you have been eligible under the Plan for at least 12 consecutive months.

#### **Initial Eligibility**

Hours you work for contributing employers, for which contributions have been received, will be credited to your bank hours account.

You become eligible for benefits after you have accumulated a minimum of 100 hours in your bank hours account. The calendar month after you accumulate the required number of hours is a waiting period. Coverage will begin on the first day of the month following the waiting period. No benefit payments will be made for services received before that date.

Here is an example of how the Plan's initial eligibility requirements work:

John begins working for a contributing employer in March and by the end of May, he has had 175 hours reported from his employers. Since John meets the requirement of working 100 hours for a contributing employer, he will become eligible for benefits under the Plan. The month of June is a waiting period. John's coverage will start on July 1, the first of the month following the waiting period.

# John's Coverage:

| May                          | June  | 1 <sup>st</sup> Day of July |    |
|------------------------------|---|-----------------------------|----|
| 100 Hours<br>Requirement Met | Waiting Period (May<br>Hours Credited to<br>John's Account) |                             | 5) |

If you are a **Probationary Member**, the initial eligibility requirements are the same except that you become eligible for benefits after you have accumulated 600 hours in your bank hours account.

# Continuation of Eligibility

For each month of coverage under the Plan, 100 hours will be deducted from your hours account. You will be allowed to accumulate excess hours in your bank hours account up to a maximum of 2,400 hours. At the end of each month, any hours in your account in excess of 2,400 hours will be transferred to the Ironworkers Local 721 (Rodmen) Pension Fund to provide increased pension benefits for you. (When these hours are transferred, they are adjusted to the Pension Plan contribution rate before being credited to you.)

In general, you continue to be eligible for benefit coverage as long as your bank hours account has a balance of at least 100 hours. However, special rules apply during periods of disability (see *Continuation of Eligibility While Disabled*).



To check details of the hours reported by your employers and your current bank hours account balance, log on to the secure member website www.ontarioironworkers.com

You can also check the summary of hours worked and contributions sent in on your behalf that the Fund Office sends you three times a year.

If you think any hours and contributions are missing, notify the Union and ask them to follow up with your employer right away.

If you are a **Probationary Member**, your continuation of eligibility is maintained the same way except that 120 hours will be deducted from your bank hours account each month. You will be allowed to accumulate hours to a maximum of 2,400 hours. Any excess over 2,400 hours will be transferred to the Ironworkers Local 721 (Rodmen) Pension Fund to provide increased pension

benefits for you. (When these hours are transferred, they are adjusted to the Pension Plan contribution rate before being credited to you.)

# **Adjustments Due to Contribution Rate Changes**

Each time the contribution rate to the Fund changes, on the last day that the "old" rate is in effect, the hours you have accumulated in your bank hours account will be adjusted to the new rate (pro-rated). For example, if the contribution rate changes May 1, the hours you have accumulated as of April 30 will be pro-rated (after April hours worked have been credited and the coverage deduction for June has been made). That is, the adjustment only applies to hours worked up to April 30. Hours worked on and after May 1 will be credited as usual.

# Continuation of Eligibility While Disabled

#### IF RECEIVING WSIB BENEFITS

If you become disabled due to a work-related injury and are eligible for Workplace Safety and Insurance Board (WSIB) benefits, you must advise the Administrator so that your bank hours account balance at that time will be maintained. Your coverage will be continued for a maximum of 12 months from the date you were injured, or until the date you no longer receive WSIB benefits, if earlier.

If you become disabled due to a work-related injury but before you are eligible for benefits under the Plan, you will be credited with hours during your work-related disability period and to a maximum of 12 months from the date you were injured, or until the date you no longer receive WSIB benefits, if earlier.

# NOTE: If you receive WSIB benefits, please contact the Administrator's office as soon as possible, so that your bank hours account balance can be maintained.

After the 12 month period, or the date you are no longer receiving WSIB benefits if earlier, noted above, deductions from your bank hours account will resume, and your coverage will continue until the balance in your account falls below 100 hours.

#### IF RECEIVING OTHER DISABILITY BENEFITS

If you are receiving Weekly Indemnity benefits, Employment Insurance (E.I.) sickness and accident benefits, or Long Term Disability benefits, you will continue to be covered through your bank hours account until your account balance falls below 400 hours. When your account balance is below 400 hours, your account balance will then be maintained (provided you maintain your Local 721 membership) and your coverage will be continued until your disability payments stop. After your disability payments stop, deductions from

your bank hours account will resume and your coverage will continue until the balance in your account falls below 100 hours.

NOTE: Please contact the Administrator's office to ensure your bank hours account balance can be maintained. You must file a completed Disability Income benefit form.

To check your bank hours account balance, log on to the secure member website at <u>www.ontarioironworkers.com</u>

Continuation of coverage while receiving other disability benefits is not available to **Probationary Members**.

# **Suspension and Reinstatement**

If you do not keep up your dues, your membership in Local 721 will be suspended. Your eligibility for Active Members benefit coverage will stop at the first day of the month following the month in which the Administrator is notified of your suspension. In addition, you will not be credited with hours worked while your union membership is suspended.

If your membership in Local 721 is reinstated, your eligibility for Active Members benefit coverage will start again on the first day of the month following the month in which the Administrator is notified of your reinstatement (provided you have enough hours in your bank hours account).

#### **Termination of Eligibility**

Your eligibility for Active Members benefit coverage will terminate at the end of the month in which your bank hours account falls below 100 hours.

For example, John worked 163 hours in August, but did not work after that. When John's August hours were credited to his bank hours account and the deduction of 100 hours was made to provide October coverage, John had 63 hours remaining in his bank hours account for future use. Since John did not work after August (and his bank hours account balance fell below 100 hours), his coverage ceased at the end of October.

#### John's Coverage:

| August  | September & October   | 1 <sup>st</sup> Day of November               |
|---|-----------------------|---|
| Bank Hours Account<br>Balance is 63 Hours (Af<br>100 Hours Deduction i<br>August) | ter Coverage (Through | John is No Longer<br>Eligible for<br>Coverage |

However, your eligibility will terminate earlier, if one of the following occurs (whichever occurs first):

- the required premium payment on your behalf is not made,
- you are not a union member of Local 721 in good standing,
- you enter the armed forces on a full-time basis,
- you die, or
- the Plan terminates.

Coverage may be extended beyond the normal termination date in the event of disability or of your death, or if you elect to pay-direct (see *Extension of Coverage by Direct Payment*), as described elsewhere in this booklet.

If you are a **Probationary Member**, termination of eligibility as outlined above is the same as for initiated members, except that you cannot elect to pay-direct.

# Reinstatement of Eligibility

If your eligibility for benefit coverage ends, you will again become eligible if your bank hours account shows a total of at least 100 hours and you are a union member in good standing with Local 721. Reinstatements will become effective on the first day of the second month following the month in which this requirement is met.

#### For example:

Bill lost eligibility for coverage in June because his bank hours account balance fell to 30 hours (April hours provide June eligibility). He earned 40 hours of work credit in May and 73 hours of work credit in June. At the end of July, Bill's bank hours account balance had a total of 143 hours. Bill's Plan coverage was reinstated as of August 1, the first day of the month following the month in which his account balance reached at least 100 hours. As of August 1, Bill's bank hours account is 43 hours.

If you are a **Probationary Member** the above coverage reinstatement provision also applies to you except that you must accumulate 600 hours for reinstatement of coverage.

# **Extension of Coverage by Direct Payment**

If you are a union member in good standing with Local 721 and your eligibility terminates, you may elect to continue your coverage from month to month provided you qualify for coverage (see below). Pay-direct contributions can be made to the Administrator's office for as long as you remain a member in good standing with the Local 721, up to a maximum of 12 continuous months.

As an Active member you may choose to make pay-direct contributions if you satisfy these requirements:

- 1. You are a union member in good standing with Ironworkers Local 721;
- 2. During 12 consecutive months immediately prior to the month in which you first select a Pay Direct option, you were a union member in good standing with Local 721 and you had continuous benefit coverage from your bank hours account;
- 3. Your regular coverage is due to cease because your bank hours account has dropped below 100 hours;
- 4. You must, on an uninterrupted basis, remain a member in good standing of Local 721;
- 5. You must make the required monthly contributions to the Administrator's office on an uninterrupted basis.

The Administrator will notify you when your bank hours account falls below 100 hours to advise you when your coverage will terminate and when your first pay-direct contribution is required to continue your coverage. Once you have been notified, it is your responsibility to arrange to make pay-direct contributions **before your current eligibility terminates**, if you wish to do so.

Thereafter, it is your responsibility to maintain uninterrupted coverage by remaining a member in good standing with Ironworkers Local 721 and by continuing to make pay-direct contributions. If you stop making contributions or paying union dues, your coverage will stop and you will not be able to restart it at a later date by simply making pay-direct contributions. Instead, you will need at least 3 consecutive months of bank hours account coverage during which you earned at least 100 hours per month from contributing employers.

**Note:** You **will not be allowed** to continue your coverage by making pay-direct contributions if you are not an initiated member of Local 721, are a **Probationary Member** or do not maintain your Local 721 membership.

If you are a retired member who is receiving a monthly retirement benefit from the Ironworkers' Local 721 (Rodmen) Pension Plan, and are covered as an Active Member, you **will be permitted** to continue your Active Member coverage by making pay-direct contributions (for up to 12 consecutive months). However, once you become covered for Retired Member benefits, you **will not be allowed** to continue Active Member coverage by making pay-direct contributions even if you have requalified for Active member coverage (see **NOTE** under *Retired Member Eligibility*). In this circumstance, you may be eligible to elect coverage as a Retired Member. Please refer to the *Eligibility Requirements for Retired Members*.

# **Pay-Direct Options**

When you are eligible to continue coverage by making pay-direct contributions, you will have three pay-direct coverage level options as follows:

highest

# Option 1 - Full Coverage

Full Active member benefit coverage for 12 months,

# Option 2 - Partial Coverage

Same as Option 1 except Dental coverage is for Basic Dental only (no Major, no Orthodontia).

# Option 3 - Life and AD&D Only

Life Insurance and Accidental Death & Dismemberment coverage only for up to 12 months. (AD&D coverage will not continue beyond age 70.)

Once you choose an Option, you can change to a lower Option, but not to a higher Option.

Please contact the Administrator's office (or log on to the website) for further information concerning the amount of pay-direct contributions required and other requirements that must be met.



To find out more about pay-direct contributions, log on to the secure member website at <u>www.ontarioironworkers.com</u>

# Dependents' Benefits After Member's Death

If you are covered as an Active member for Supplementary Health, Vision Care and Dental benefits under the Plan at the time of your death, these benefits will be continued at no cost to your surviving spouse and dependent children for 60 months following your death, or, if earlier, until the date the spouse remarries or enters a common-law relationship (children will continue to be covered). After the 60-month period, your surviving spouse/dependents may elect to continue benefit coverage on an optional pay-direct basis.

Please note, to continue coverage on a free or pay-direct basis all dependents (including your spouse) must continue to meet the definition of a dependent as detailed earlier.

# **Changes in Eligibility Requirements**

The eligibility requirements may be amended by the Trustees at any time without the necessity of prior notice being provided to those individuals affected thereby, including covered members and those not yet eligible for coverage as of the effective date of any such amendment.

The Trustees expressly reserve the right to change or terminate any or all of the benefits or coverage provided for members and their dependents. The Trustees also expressly reserve the right to change the amount of required contributions from time to time.

# **ELIGIBILITY REQUIREMENTS for Retired Members**

# **Retired Member Eligibility**

When you retire, your benefit coverage will continue from your bank hours account until it falls below 100 hours. Then **within 30 days** you may be eligible to make pay-direct contributions as a Retired member if you meet **all** of the following requirements:

- 1. You must be a member in good standing of Local 721 on the date you retire;
- 2. You must have been in good standing with Local 721 for at least 10 uninterrupted years immediately preceding your date of retirement;\*
- 3. You were either working or were available for work under the jurisdiction of Local 721 or the Union, during the 12 months immediately preceding your date of retirement;\*\*\*
- 4. You were covered for benefits as an Active member without interruption during the 12 months immediately preceding your date of retirement (this includes Active member pay-direct coverage under Option 1 and Option 2, but not Option 3);
- 5. You must be receiving or be in the process of successfully applying for a monthly retirement benefit from the Ironworkers' Local 721 (Rodmen) Pension Plan;
- 6. You must, on an uninterrupted basis from your date of retirement, remain a member in good standing of Local 721 or the Union;
- 7. You must make the required monthly contributions to the Administrator's office on an uninterrupted basis.
- \* If you do not meet Number 2 above (10 year union membership), you may be able to continue your benefits for up to 12 months by electing an Active member option.
- \*\* If you do not meet Number 3 above because of disability, you may be deemed to meet this requirement if you can prove that you were unable to work the required hours due to temporary disability, but were still considered to be working at the "calling of the Union".

If you do not elect Retired member coverage within 30 days of your effective date of coverage (see *Effective Date of Coverage*), you will not be allowed to participate later.

"Date of retirement" or "date you retire" as used above means the date your eligibility for Retired member benefits commences.

**Note:** If you are a retired member who is receiving a monthly retirement benefit from the Ironworkers' Local 721 (Rodmen) Pension Plan, and you return to work with a participating employer and you accumulate enough hours in your bank hours account to be eligible as an Active Member, then you will be considered to be an Active Member, not a Retired Member. **You cannot be covered as an Active Member and a Retired Member at the same time.** 

"Union" as used above means one of the five Ontario Union Locals; Local 700, Local 736, Local 759, Local 765 and Local 786 of the International Association of Bridge, Structural and Ornamental Ironworkers.

# **Eligible Dependents**

Your eligible dependents are:

- 1. Your spouse, where "spouse" means either:
  - (a) a person who, as of the time in question, is legally married to you, by virtue of a religious or civil ceremony and is living with you at the time an expense is incurred, or
  - (b) a person who is living with you at the time an expense is incurred and who is publicly represented as your spouse and is designated as your spouse on your Application Card when you first join the Plan. If the person is added as your spouse after you join the Plan, you must complete a new Application Card and send it to the Administrator's office. The Application Card designating that person as your spouse must have been on file in the Administrator's office for at least one year before the designated person is eligible for benefits as your spouse.
- 2. Your unmarried children from live birth under the age of 21 who are dependent upon you for maintenance and support, are not employed on a regular and full-time basis, and are living with you (or your separated spouse), and
- 3. Your unmarried children age 21 and over but under the age of 25 who are dependent upon you for maintenance and support, are not employed on a regular and full-time basis and are attending school at an accredited college or university on a full-time basis.

The word "children" means your own or lawfully adopted child who depends upon you for support, and lives with you (or your former spouse) in a regular parent-child relationship.

# Continuation of Supplementary Health, Vision Care and Dental Benefits for Incapacitated Children

Supplementary Health and Dental benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Insurance Company within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of physical or mental handicap;
- became so incapacitated while covered and prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.
- is considered a dependent as defined under the Income Tax Act.

Thereafter, such proof must be submitted to the Insurance Company, as often as required, but not more often than annually.

# **Required Contributions**

• If you meet all of the Retired Member Eligibility requirements, you can elect coverage as a Retired member by making pay-direct contributions for as long as you remain a member in good standing with Local 721, up to your date of death.

The amount of pay-direct contributions required depends upon the coverage level option that you choose. The amount also decreases with changes in your age. However, if you retire with an "85 point" early retirement pension, the required pay-direct contributions will not decrease with changes in your age.

• If you meet all of the Retired Member Eligibility requirements **except Number 2 and/or Number 4**, you can elect coverage as a Retired member by making pay-direct contributions for as long as you remain a member in good standing with Local 721, **for up to a maximum of 12 continuous months**.

The amount of pay-direct contributions required depends upon the coverage level option that you choose, and, regardless of your age, the amount of payments required during the entire 24 month period will be the same amount that would be required for a member who retires at age 55.

• If you do not meet Numbers 1, 3, 5, 6 and 7 of the Retired Member Eligibility requirements, you cannot elect coverage as a Retired member. However, you may be eligible for Extension of Coverage by Direct Payment

as an Active member. Please refer to the *Eligibility Requirements for Active Members* to see if you qualify.

# **Pay Direct Options**

There are three Retired member pay-direct coverage level options available as follows:

highest

lowest

# Option 1 - Full Coverage

Full Retired member coverage

# Option 2 - Partial Coverage

Same as Option 1, except Dental coverage is for Basic Dental only (no Major, no Orthodontia)

# Option 3 - Life and AD&D Only

Retired member Life Insurance and Accidental Death and Dismemberment coverages only. (AD&D coverage terminates at age 70.)

Once you choose an Option, you can change to a lower Option, but not to a higher Option.

It is your responsibility to maintain uninterrupted coverage through paydirect contributions. If your Retired member coverage stops you may not be able to restart your coverage at a later date. Please refer to the Termination of Eligibility provision.

Please contact the Administrator's office (or log on to the website) for further information concerning the amount of pay-direct contributions required and other requirements that must be met.



To find out more about pay-direct contributions, log on to the secure member website at <u>www.ontarioironworkers.com</u>.

#### **Effective Date of Coverage**

The effective date of your coverage as a Retired Member (and coverage for your dependents) is the first day of the month immediately following the calendar month in which your coverage as an Active member ceases.

Major Services under the Dental is payable once you have been eligible under the Plan for at least 12 consecutive months

For example, John retires at the end of September. At that time, he has a bank hours account balance of 620 hours. Therefore, his coverage as an Active Member will continue for 6 months, or, until the end of March. Since John's

Active Member coverage ceases at the end of March, his coverage as a Retired Member begins on April 1.

# John's Coverage:



#### **Termination of Eligibility**

Your eligibility for coverage as a Retired member will end on the earliest of the following dates:

- 1. The date you cease to be a member in good standing of Local 721 or the Union;
- 2. The date you cease to make the required contribution to the Administrator's office;
- 3. The date your coverage commences as an Active member due to your reemployment with a participating employer;
- 4. The date of your death.

# If your coverage terminates for any reason other than Number 3 above, you will not be able to re-start your coverage at a later date.

As noted in Number 3 above, should you become eligible for coverage as a Retired Member and subsequently become eligible as an Active Member, your eligibility as a Retired Member will cease. If, after that, you terminate eligibility as an Active Member, you may again become eligible as a Retired Member provided you meet all of the Retired Member Eligibility requirements on your date of re-retirement. (Eligibility requirement Numbers 3 and 4 will be adjusted to the number of months you were covered as an Active Member, if it was less than 12 months.)

If you do become eligible again as a Retired Member, you will be covered for the same coverage level that you had elected when you were first covered as a Retired Member. However, if you were covered through bank hours for at least 24 continuous months of Active Member coverage, then you will be entitled to select a new coverage level, if you so choose.

# Dependents' Benefits After Retired Member's Death

If you are covered as a Retired member for Supplementary Health, Vision Care and Dental benefits under the Plan at the time of your death, these benefits will be continued at no cost to your surviving spouse and dependent children for 60 months following your death, or, if earlier, until the date the spouse remarries or enters a common-law relationship (children will continue to be covered). After the 60-month period, your surviving spouse/dependents may elect to continue benefit coverage on an optional pay-direct basis.

Please note: to continue coverage on a free or pay-direct basis all dependents (including your spouse) must continue to meet the definition of a dependent as detailed earlier.

# **Changes in Eligibility Requirements**

The eligibility requirements may be amended by the Trustees at any time without the necessity of prior notice being provided to those individuals affected thereby, including covered Retired members and those not yet eligible for coverage as of the effective date of any such amendment.

The Trustees expressly reserve the right to change or terminate any or all of the benefits or coverage provided for Retired members and their dependents, and expressly reserve the right to provide different benefits to Retired members or dependents than the benefits being provided to other members, participants, dependents or beneficiaries of the Fund. The Trustees also expressly reserve the right to change the amount of the required contributions from time to time.

#### GENERAL INFORMATION

# **Changes to Report**

It is essential that you notify the Administrator in writing immediately of any of the following changes:

- 1. Change of address.
- 2. Change from member without dependents to member with dependents.
- 3. Change from member with dependents to member without dependents.
- 4. Change of beneficiary.
- 5. Birth of a child.
- 6. Change in marital status.

If you marry, enter into a common-law relationship or add dependent children to your family, please notify the Administrator in writing.

Coverage for dependents in a new common-law relationship (who are not your natural children) will only apply one year from the date the relationship is registered with the Administrator. Coverage cannot be provided retroactively. Children of a common-law relationship who are not your natural children will cease to be covered if your common-law relationship ends.



To review your current marital status recorded and the list of your dependents on file for coverage, log on to the secure member website at <a href="https://www.ontarioironworkers.com">www.ontarioironworkers.com</a>

#### Life Insurance and Accidental Death Beneficiaries

You name your beneficiary when you first complete the Application card. You may change the beneficiary at any time, subject to the applicable laws of your province of residence, by completing an Appointment of Beneficiary form. These forms are available from the Union Hall and the Administrator's office. If you do change your beneficiary, the change is effective on the date you make it, however, the Insurance Company is not responsible for any payments it makes before it is notified of the change.

# **Accidents While Working**

If you have an accident at work, the Plan provides a benefit only for death or dismemberment. The Workplace Safety and Insurance Board (WSIB) provides benefits for loss of income, death, dismemberment, medical and drug expenses resulting from occupational accidents or occupational sickness. To help the Plan to continue to provide its current benefit coverage levels, it is very important that you submit all work-related medical and drug expenses to WSIB for reimbursement.



You can find WSIB forms and instructions at <u>www.wsib.ca</u> by clicking on the "Forms" menu. There is a link to this website from <u>www.ontarioironworkers.com</u>.

#### **Access to Plan Documents**

You or any of your covered dependents have the right to request a copy of any or all of the following items with respect to benefits covered by Manulife Financial:

- the sections of the Group Policy and/or Plan Document that apply to you and your dependents,
- your application for group benefits, and
- any Evidence of Insurability you submitted as part of your application for benefits.

Manulife Financial reserves the right to charge you for such documentation after your first request. The Manulife policy number is 4267.

# **Definitions**

**Adherence:** use of drug, service or supply in accordance with the terms for which it was prescribed.

**Advisory Body:** Manulife Financial approved external experts that may provide Manulife Financial with recommendations, applying a pharmacoeconomic or cost effectiveness evaluation.

**Disease Management Programs:** an approach to healthcare that teaches patients how to manage a chronic disease. A system of coordinated <u>healthcare</u> interventions and communications for patients with conditions in which patient <u>self-care</u> efforts are significant in the management of their condition.

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

**Due Diligence:** a process employed by Manulife Financial to assess new drugs, existing drugs with new indications, services or supplies to determine eligibility under the Group Policy. This process may use pharmacoeconomics, cost effectiveness analysis reference information from existing Federal or Provincial formularies, recognized clinical practice guidelines, or an advisory body.

**Exclusive Distribution:** Manulife Financial approved vendors.

**Experimental or Investigational:** not approved as an effective, appropriate and essential treatment of an illness or injury.

**Life-Sustaining Drugs:** non-prescription drugs which are necessary to sustain life.

**Lower Cost Alternative:** if two or more supplies or services result in therapeutically similar results, the lower cost alternative will be considered.

**Medically Necessary:** accepted and recognized by the Canadian medical profession and Manulife Financial as effective, appropriate and essential treatment of a phase of an illness or injury. Manulife Financial has the right after due diligence has been completed to determine whether the drug, service or supply is eligible under the Group Policy.

**Patient Assistance Program:** a program that provides assistance to you or your dependents who are prescribed select drugs, supplies or services. Manufacturers and distributors may provide patient assistance programs that include financial support, along with education and training.

**Pharmacoeconomics:** the scientific discipline that compares the value of one pharmaceutical drug or drug therapy to another. Pharmacoeconomic studies serve to guide optimal healthcare resource allocation, in a standardized and scientifically grounded manner as determined by Manulife Financial.

**Prior Authorization:** a claims management feature applied to a specific list of drugs, supplies or services to determine eligibility based on predefined clinical criteria and a pharmacoeconomic or cost effectiveness evaluation.

#### LIFE INSURANCE BENEFIT

#### **ACTIVE AND RETIRED MEMBERS**

#### **Benefits**

The Life Insurance benefits under the Plan are:

Active Members: \$60,000 Retired Members: \$10,000

(Members who retired before May 1, 1989 are covered for a different amount of Life Insurance. Please contact the Administrator's office for details.)

In the event of your death from any cause while covered under the Plan, the amount of your Life Insurance is payable to your beneficiaries, if living, otherwise to your estate.

#### Beneficiary

You may designate any person or persons you wish and your beneficiary may be changed whenever you wish in accordance with the applicable laws of your province of residence (See *General Information* section). Please contact the Administrator to obtain an Appointment of Beneficiary form.

#### **Conversion Option**

If your Group Benefits terminate or reduce, you may be eligible to convert your Member Life Insurance coverage to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Member Life Insurance. If you die during this 31-day period, the amount of Member Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion option, please see your Plan Administrator. Provincial differences may exist.

#### DEPENDENT LIFE INSURANCE BENEFIT

#### **ACTIVE MEMBERS**

#### **Benefits**

The Dependent Life Insurance benefits under the Plan are:

\$25,000 for your spouse and \$25,000 for each eligible child

In the event of the death of one of your eligible dependents, while that eligible dependent is covered for Life Insurance under the Plan, you (if living, otherwise your estate) will receive the amount of Dependent Life Insurance payable.

# Conversion of Spouse's Insurance

If your spouse's insurance terminates, you may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your application for the individual policy, along with the first monthly premium, must be received by Manulife Financial within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of spousal Life Insurance available for conversion will be paid to you, even if you didn't apply for conversion. If you reside in the province of Quebec and if your dependent child's insurance terminates, you may be eligible to convert the terminated insurance as outlined above by for spousal coverage.

For more information on the conversion option, please see your Plan Administrator. Provincial differences may exist.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

#### **ACTIVE AND RETIRED MEMBERS**

#### **Benefits**

If you are under age 70 and suffer paralysis, lose a limb, or die as the direct result of an accident, a lump sum benefit will be payable. The amount will be determined by the severity of the loss as shown in the following schedule of losses.

| Schedule of Losses  | Amount Payable |          |
|---|----------------|----------|
|   | <u>Active</u>  | Retired  |
| Loss of Life  | \$20,000       | \$10,000 |
| Loss of Both Hands, Both Feet or Sight of Both Eyes             | 30,000         | 10,000   |
| Loss of One Hand and One Foot                                   | 30,000         | 10,000   |
| Loss of One Hand and Sight of One Eye                           | 30,000         | 10,000   |
| Loss of One Foot and Sight of One Eye                           | 30,000         | 10,000   |
| Loss of Speech and Hearing                                      | 30,000         | 10,000   |
| Loss of Use of Both Hands or Both Feet                          | 30,000         | 10,000   |
| Loss of Use of One Hand and One Foot                            | 30,000         | 10,000   |
| Quadriplegia  | 30,000         | 10,000   |
| Paraplegia  | 30,000         | 10,000   |
| Hemiplegia  | 30,000         | 10,000   |
| Loss of Use of Both Arms  | 30,000         | 10,000   |
| Loss of One Arm or One Leg                                      | 22,500         | 7,500    |
| Loss of Use of One Arm or One Leg                               | 22,500         | 7,500    |
| Loss of One Hand, One Foot or Sight of One Eye                  | 20,000         | 6,667    |
| Loss of Use of One Hand or One Foot                             | 20,000         | 6,667    |
| Loss of Speech or Hearing                                       | 20,000         | 6,667    |
| Loss of Hearing in One Ear                                      | 5,000          | 1,667    |
| Loss of Thumb and Index Finger, or Four Fingers, on<br>One Hand | 10,000         | 3,333    |
| Loss of All Toes of One Foot                                    | 3,750          | 1,250    |

(Members who retired before May 1, 1989 are not covered for this benefit.) Coverage for all insured members (Active and Retired) terminates at age 70.

If more than one of the losses listed above occurs as a result of the same accident, not more than \$30,000 (\$10,000 for Retired Members) will be paid for all losses combined.

In the event of your death from an accident, the beneficiary named to receive the Life Insurance benefit will also receive the Accidental Death benefit.

If you suffer a dismemberment or paralysis as a result of an accident, the benefit amount will be payable to you.

Any accidental loss must occur within one year of the date of the accident and a claim must be submitted within 6 months of the date of the loss, to be eligible as a claim for benefits.

# **Exposure and Disappearance**

Loss due to exposure will be deemed to be accidental if the exposure was a direct result of an accident.

If you disappear while insured as a direct result of the accidental disappearance, wrecking, or sinking of the conveyance in which you were an occupant, accidental death will be deemed to have occurred; provided there is no evidence within one year thereafter that you are still alive.

# **Repatriation Benefit**

When injuries result in the loss of your life more than 200 km from your permanent city or town of residence and within 365 days of the date of the accident, payment will be made for the actual expenses incurred, but not more than \$10,000, for preparing your body for burial and shipment of your body to your ordinary place of residence.

#### **Family Transportation**

When a covered loss results in you being confined to a hospital more than 200 km from your permanent city or town of residence, within 365 days of the accident, and the attending physician recommends the personal attendance of a member of your immediate family, an amount equal to the actual expenses incurred, but not more than \$10,000, will be paid for round-trip transportation by the most direct route by a licensed common carrier for one immediate family member to the confined insured member.

"Immediate family member" means your spouse (or common-law spouse), parent, grandparent, child age 18 or over, brother or sister.

#### **Rehabilitation Benefit**

If an AD&D benefit, other than a benefit for loss of life, becomes payable, an additional benefit equal to the reasonable and necessary expenses actually incurred by you up to a limit of \$10,000 will be paid for special training, provided that:

- such training is required because of the "injuries" sustained in the
  accident and in order for you to be qualified to perform an
  occupation in which you would not have been engaged except for
  such "injuries"; and
- expenses are incurred within 2 years from the date of the accident.

No payment will be made for ordinary living, travelling or clothing expenses. All such expenses are limited to the cost of the training and materials needed for such training.

#### Seat Belt Rider

If you are a passenger or driver of a private passenger type automobile and are involved in an accident for which a benefit is payable under this Plan, the benefit will be increased by 10% if you were wearing a properly fastened seat belt. Verification of actual use of the seat belt must be part of the official report of the accident or certified by the investigating officer.

#### Limitations

No amount will be paid for a loss that results from or is contributed to by:

- war, whether declared or not;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane;
- active full-time service in the armed forces of any country;
- travelling or flying in, or descending from, any kind of aircraft, as a pilot, operator or member of the crew. However, insurance will include injury sustained while the person is riding as a passenger with no duties whatsoever, in or on, boarding or alighting from any aircraft having a current and valid air worthiness certificate, or from any transport type aircraft operated by the transport command of the Canadian Armed Forces Air Transport Command or by the similar Transport Service of any country but excluding while flying in any aircraft owned or operated by the employer.

#### WEEKLY INDEMNITY BENEFIT

#### **ACTIVE MEMBERS**

#### **Benefits**

If, while you are insured, you become totally disabled as a result of a non-occupational injury or a non-occupational disease, and are thereby prevented from performing the duties of your occupation, the Weekly Indemnity benefit will provide you with an income of \$600 per week. No benefit is payable for any day on which you perform work of any kind for compensation or profit.

The benefit will start on the first day of disability due to an accident, or from the 8th day of disability due to sickness; however, if you are hospitalized due to sickness for at least 24 consecutive hours, benefits will start on the first day of hospitalization. If you do not visit and are not treated by a licensed doctor (M.D.) within the first 7 days of your disability, then the benefit will not start until the date you do visit the doctor.

If you qualify for Accident and Sickness benefits from Employment Insurance (E.I.), the Plan's benefit will be suspended when E.I. benefits begin (not later than 14 days from the date of disability). If you continue to be disabled after exhaustion of your E.I. benefits (maximum 15 weeks), then the Plan will resume its payments to you for a maximum period of protection of 52 weeks of disability, including the period covered by E.I. benefits.

If you do not qualify for E.I. benefits, the Plan's benefit will be payable as long as you remain disabled, up to a maximum of 52 weeks of disability.

If Weekly Indemnity benefits are payable for less than a full week, the daily rate will be one-seventh of the weekly amount of benefit.

Successive periods of total disability separated by less than 2 weeks of active work or availability for active work are considered as one period of disability, unless the subsequent disability is due to injury or sickness entirely unrelated to the causes of the previous disability and commences after return to or availability for work for one full day.

#### **What Is Not Covered**

- 1. Any period of sickness during which you are not under the care of a duly qualified licensed doctor (M.D.)
- 2. Disability resulting from (a) injuries sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or (b) sickness for which benefits are payable in accordance with the provisions of any Workplace Safety and Insurance Act, Workers' Compensation law, or similar law.

- 3. Any period you are entitled to pregnancy or parental leave by statute, contract or employer agreement. This Plan will, however, pay benefits for the post-natal recovery period of maternity leave in accordance with the Insurance Company's claims practices.
- 4. If you do not qualify for E.I. Accident and Sickness benefits because of late filing, you will not be entitled to Weekly Indemnity Benefits.

**Note:** You must apply for E.I. Accident and Sickness benefits. Be sure to do this as soon as you become disabled. If you do not qualify for E.I. Accident and Sickness benefits or WSIB benefits, please contact the Administrator's office immediately.

Weekly Indemnity claims must be submitted within 90 days of the date of disability.

#### **Continuation of Payments**

If you are disabled and are eligible for Weekly Indemnity payments on the date your coverage terminates, Weekly Indemnity benefits will continue until the end of the benefit period, or until you recover, whichever occurs first.

#### **Exclusions and Limitations**

Benefit payments will stop immediately if you refuse to provide a medical exam when requested.

No benefit will be paid for any disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; .
- your commission of, or attempt to commit, an assault or a criminal offence;
- a motor vehicle accident. (For these purposes, "motor vehicle" is as defined in the Highway Traffic Act of Ontario.)

You may be required (as often as is reasonable) to report for a medical examination, by a licensed doctor (M.D.) other than your own. Failure to report for a medical examination will result in termination of your benefit payments.

#### Tax Withholding

Since Weekly Indemnity benefits are taxable, tax will be withheld from each payment and remitted to the government by the Insurance Company on your behalf. This will reduce the tax payable when you file your Income Tax Return.

#### Third Party Liability

If you receive disability benefit payments under this Plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle the Insurance Company to be reimbursed for any amount(s), including interest, you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the benefits of this Plan, would exceed your actual loss.

Following notification to the Insurance Company of any judgement or settlement of claim against a third party, further benefit payments under this Plan will terminate until the Insurance Company has been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgement or settlement for loss of future income, no further benefits will be paid under this Plan until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

#### LONG TERM DISABILITY BENEFIT

#### **ACTIVE MEMBERS**

#### **Benefits**

If, while you are insured, you become totally disabled as a result of a non-occupational injury or a non-occupational disease and are absent from work for more than 52 weeks, the Long Term Disability benefit will provide you with benefit payments of \$300 per week during the first 12 months of payments and \$230 per week for the next 12 months of payments.

Benefit payments will commence following the later of (a) 52 weeks of disability and (b) expiration of Weekly Indemnity benefits, and will be payable for as long as you are:

- totally disabled (as defined below);
- under the ongoing care of a licensed doctor (M.D.); and
- residing in Canada, unless prior approval to the contrary is obtained from the Insurance Company.

Benefit payments may continue for up to a maximum of 2 years of payments, or attainment of age 65, whichever occurs first.

"Totally disabled" means, during the first year that benefits are paid, that solely as a result of a non-occupational illness or a non-occupational accidental bodily injury, you are prevented from performing the essential duties of your own occupation (type of work, not just your own job). After one year, "totally disabled" means that you are unable to perform any occupation for which you are, or may reasonably become, fitted by training, education or experience.

The availability of employment will not be considered in the assessment of the member's disability.

#### **Recurrence of Disability**

Once you begin receiving Long Term Disability benefits, a successive disability is considered to be the same disability if due to the same or related cause and if separated by less than 90 days of active full-time work or availability for full-time work.

If you are disabled but have not yet started receiving Long Term Disability benefits, a successive disability is considered to be the same disability if due to the same or related cause and if separated by less than 14 days of active full-time work or availability for full-time work.

#### Limitations

Benefit payments may be terminated if you are not receiving accepted standard professional treatment for the condition being treated, and where appropriate, treatment by a relevant and certified specialist.

Benefit payments will stop immediately if you refuse to provide a medical exam when requested.

No benefit will be paid for the period you are entitled to pregnancy or parental leave by statute, contract or employer arrangement.

Coverage is not provided for disabilities under the following circumstances:

- 1. (a) injuries sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or (b) sickness for which benefits are payable in accordance with the provisions of any Workplace Safety and Insurance Board, Workers' Compensation law, or similar law.
- 2. war, or any act of war, (whether declared or not), insurrection, rebellion, or participation in a riot or civil commotion;
- 3. your commission of, or your attempt to commit, an assault, battery, or an offence under the Criminal Code of Canada;
- 4. intentionally self-inflicted injuries;
- 5. chronic alcoholism, or use of narcotics, barbiturates or hallucinogenic substances, unless you are receiving ongoing active professional treatment in accordance with accepted professional standards deemed appropriate for the condition being treated;
- 6. a motor vehicle accident; (For these purposes, "motor vehicle" is as defined in the Highway Traffic Act of Ontario.)
- 7. if you fail to provide proof of ongoing disability when requested to do so; and
- 8. if you refuse or fail to complete and return, or comply with the terms of the Reimbursement Agreement in accordance with the Third Party Liability provision.

Long Term Disability claims submitted later than 90 days after the qualifying period of 52 weeks will not be accepted.

#### **Benefit Offsets**

This Plan was designed to supplement other disability benefits that may become payable. Therefore, Long Term Disability benefits will be reduced by income payable (or which would have been payable had you applied for it):

- From monthly retirement benefits available due to disability under the Ironworkers' Local 721 (Rodmen) Pension Plan and the Ontario Ironworkers Pension Plan, and
- From 50% of any primary Canada Pension Plan (CPP) disability benefits you are or may become entitled to.

Furthermore, Long Term Disability benefits will be reduced by any amount of unreduced monthly retirement benefits payable under the Ironworkers' Local 721 (Rodmen) Pension Plan and the Ontario Ironworkers Pension Plan. This will be applied automatically when you reach the Pension Plan's eligible age for an unreduced pension (including an "85 point" pension).

In addition, the Long Term Disability benefit will be further reduced so that the total combined payments you receive from the following sources will not exceed 85% of your average pre-disability earnings. Payments considered in this calculation will include:

- Long Term Disability payments;
- any income payable from any job for pay or profit (except an approved rehabilitation program);
- any monthly retirement benefit payable under the Ironworkers' Local 721 (Rodmen) Pension Plan and the Ontario Ironworkers Pension Plan, whether or not a pension is applied for;
- any disability payments received from the Canada Pension Plan (primary and dependent benefits);
- any other disability or retirement payments provided by a government or pursuant to a statute;
- payments made under any other group coverage, benefit, pension or other arrangement for members of a group (whether on an insured basis or not).

#### Rehabilitative Employment

In the event that while you receive disability benefits, you become able to engage in some approved occupation and earn any income, your disability benefits would be reduced by the greater of 50% of the income which you receive from such employment and the amount needed to keep the disability benefit income plus the rehabilitative employment income at the same level as your pre-disability earnings.

#### Tax Withholding

Since Long Term Disability benefits are taxable, tax will be withheld from each payment and remitted to the government by the Insurance Company on your behalf. This will reduce the tax payable when you file your Income Tax Return.

#### Third Party Liability

If you receive disability benefit payments under this Plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle the Insurance Company to be reimbursed for any amount(s), including interest, you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under any of the benefits of this Plan, would exceed your actual loss.

Following notification to the Insurance Company of any judgement or settlement of claim against a third party, further benefit payments under this Plan will terminate until the Insurance Company has been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgement or settlement for loss of future income, no further benefits will be paid under this Plan until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

#### **Recovery of Benefits**

If you receive a benefit under this Plan in excess of what should have been paid, Manulife Financial has the right to recover the amount of such excess from you or deduct it from future monthly benefits payable to you.

#### SUPPLEMENTARY HEALTH BENEFITS

#### **ACTIVE AND RETIRED MEMBERS**

The Supplementary Health benefit is intended to provide payment for eligible expenses that are incurred while the person is covered, that are caused by non-occupational accidents and illnesses and that are not covered by the Ontario Health Insurance Plan (OHIP)\*. In order for you (and your dependents) to be covered under the Supplementary Health benefit, you (and your dependents) must be covered by OHIP.

(\*Any references to OHIP and Ontario will be deemed to refer to the provincial health insurance plan under which you or each of your dependents are covered.)

Reimbursement will be made based on the lesser of the actual expenses incurred and what the expenses would have been if incurred in Ontario, with consideration of coverage provided by OHIP.

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of an illness or injury and recommended by a physician
- incurred for the care of a person while covered under this Group Benefit Program
- reasonable taking all factors into account
- not covered under OHIP or any other government-sponsored program
- legally insurable
- used as prescribed or recommended by a physician
- supported by Manulife Financial's due diligence process and due diligence for the drug, supply or service has been completed where required.

In the event that a provincial plan or government-sponsored program or plan or legally mandated program excludes, discontinues or reduces payment for any services, treatments or supplies formerly covered in full or in part by such plan or program, this policy will not automatically assume coverage of the charges for such treatments, services or supplies, but will reserve the right to determine, at the time of change, whether the expenses will be considered eligible or not.

**Prior Authorization:** Manulife Financial maintains a list of drugs, services and supplies that require prior authorization. Prior authorization is applied to ensure that the therapy prescribed is medically necessary. Where there are lower cost alternative treatments, you or your eligible dependents may be required to have tried an alternative treatment. At Manulife Financial's discretion, medical information, test results or other documentation may be required from your physician to determine the eligibility of the drug, service or supply.

**Adherence:** Non-compliance may result in the drug, service or supply no longer being eligible for reimbursement.

**Patient Assistance Programs:** Manulife Financial may require you or your dependents to apply to and participate in any patient assistance program to which you or your dependents are entitled. Manulife Financial reserves the right to reduce the amount of a covered expense by the amount of financial assistance you or your dependents are entitled to receive under a patient assistance program.

**Disease Management Programs:** Participation in a disease management program may be required. Participation will be at the discretion of Manulife Financial.

#### **Eligible Expenses**

Reimbursement will be made for 100% of eligible expenses, subject to a \$10,000 calendar year overall limit (not applicable to Items 1(a) and 1(b) below).

A letter of referral is required from a licensed doctor (M.D.) stating the medical necessity (which includes type of treatment and duration of treatment), when submitting claims under items 3(e), (k), (l), (m), or (n). Since some limitations and exclusions apply, it is in your best interest to also obtain pre-authorization from the Administrator.

#### Eligible expenses include:

1. (a) Needles, syringes and chemical diagnostic aids for the treatment of diabetes, vaccines, injectable vitamins & supplements, and drugs and medicines (including oral contraceptives) which can be obtained **only** upon the written prescription of a licensed doctor (M.D.) or licensed dentist or other professional authorized by provincial legislation to prescribe drugs, and which are dispensed by a registered pharmacist or licensed doctor (M.D.) legally authorized to dispense such drugs. With respect to eligible drugs dispensed by a licensed doctor (M.D.), the Plan covers the cost of the drugs only. Any other charges by the licensed doctor (M.D.), such as, but not limited to, professional fees, are not covered.

Reimbursement of dispensing fees is limited to \$7 per prescription.

Fertility drugs (for Active members only) are limited to a lifetime maximum of \$6,000.

Viagra and other erectile dysfunction drugs are limited to a maximum reimbursement of \$1,000 per calendar year.

- (b) Drugs used for smoking cessation treatment, which can be obtained **only** upon the written prescription of a licensed doctor (M.D.), but limited to one 3-month supply per lifetime.
- 2. Allowable out-patient hospital services not covered by OHIP.
- 3. Reasonable and customary expenses not covered by OHIP or the Ontario Ministry of Health Assistive Devices Program for necessary medical care, services or supplies listed below which are prescribed or recommended by a licensed doctor (M.D.):
  - (a) Private duty nursing fees for a Registered Nurse, Victorian Order Nurse and a Registered Practical Nurse in your home ONLY for a nurse who is not:
    - (i) related to you, or
    - (ii) ordinarily a resident of your home, when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of a nurse. Eligible expenses are limited to \$3,000 per person per calendar year.
  - (b) X-ray and diagnostic laboratory examinations, radium, oxygen, (with a \$10,000 lifetime limit), plasma, blood transfusions.
  - (c) When the physical condition of the patient prevents the use of another means of transportation, charges in excess of the amount payable under OHIP for professional licensed ground ambulance service, and, subject to prior approval by the Insurance Company, for licensed air or rail ambulance, to the nearest hospital equipped to provide the necessary treatment, or directly from the first hospital where treatment is given to the nearest hospital for specialized treatment not available at the first hospital, or from a hospital to a convalescent/rehabilitation hospital.
  - (d) Charges by a Chiropractor, Naturopath, Osteopath, Physiotherapist, Acupuncturist, Massage Therapist and Podiatrist or Chiropodist (including x-ray charges) and Speech Therapy, Reflexology to a combined maximum of \$2,500 per person per calendar year for all practitioners. Practitioners must be registered and legally practicing within the scope of their license.
  - (e) Treatment by a psychologist on the written prescription of a licensed doctor (M.D.) to a maximum of \$2,500 per person per calendar year combined with all practitioners mentioned above in item (d).
  - (f) Fees of a licensed dentist or oral dental surgeon for treatment of a fractured jaw, and/or repair or replacement of natural teeth damaged or lost due to a non-occupational accidental injury

external to the mouth that occurs while the person was covered and when services are performed within twelve months of the accident.

- (g) Fees of an audiologist who is registered and legally practicing within the scope of his/her license.
- (h) Hearing aids (excluding batteries) when provided by a certified clinical audiologist to a limit of \$250 every 2 calendar years.
- (i) Blood glucose monitors for insulin-dependent diabetics to a limit of \$150 every 5 calendar years.
- (j) Certain expenses for orthopedic braces, to a limit of \$75 per calendar year; custom-made or modified orthopedic shoes, to a limit of \$400 per calendar year; and custom-made orthotic devices (not for sports), to a limit of \$220 per foot every 2 calendar years (every calendar year for insured children under age 18). To qualify, all items must be prescribed and dispensed by an authorized healthcare professional.

Authorized healthcare professionals are a Physician (M.D.), Podiatrist (D.P.M.), Chiropodist (D.Ch. or D Pod M), Pedorthist (C.Ped.(C) or C Ped (MC)), and Orthotist (C.O. (c) or CPO (c)). (The Insurance Company does not consider Chiropractors to be authorized healthcare professionals for these purposes.) The prescription must include a medical diagnosis. For modified orthopedic shoes, the paid receipt must include the brand name and model of the shoe, a description of the modification and a breakdown of the cost of the shoe and the modification.

- (k) Purchase of artificial limbs, eyes, casts, trusses, braces or crutches.
- (l) Rental of a wheelchair, hospital bed, walker and other durable equipment approved and required for temporary therapeutic use.
- (m) Purchase of a wheelchair where required for a longer than temporary period, repair or replacement of a wheelchair (not more often than once every 5 years) and modification of a wheelchair where medically certified as necessary due to the changing condition of the patient.
- (n) Accessories required to treat sleep apnea to a maximum of \$1,600 per calendar year, when ordered by a licensed medical doctor.
- (o) Room and board in a provincially licensed nursing home up to \$20 per day to the extent not covered by OHIP.

No benefit will be payable for any day which is not covered in part by OHIP.

No benefit will be payable with respect to custodial care.

**Please Note:** The Ontario Ministry of Health, through the Assistive Devices Program (ADP), provides residents who have long-term physical disabilities with

assistance in paying for certain necessary equipment and supplies. Included under eligible devices are wheelchairs, artificial limbs, braces, hearing aids, voice amplifiers, respiratory equipment, colostomy supplies and contact lenses following cataract surgery.

ADP has a list of eligible devices and their approved prices and will contribute 75% toward their approved cost. If you, or a dependent, requires the type of equipment mentioned here, you should ask your family doctor to assist you in filing a claim with ADP. Please note that you must first apply to the ADP. The Plan will reimburse the difference between the ADP approved cost and the ADP amount actually reimbursed, provided it is an eligible expense under the Plan.

#### **Ineligible Expenses**

The following procedures or services are not eligible for reimbursement under the Plan:

- 1. Services, treatments or supplies covered under any governmental health insurance program or for which no charge would have been made in the absence of this coverage.
- 2. Services, treatments or supplies as a result of an injury where there is a right of recovery against the person who caused the injury, but only where such right of recovery is satisfied by money payment.
- 3. Periodic health check-ups, insurance examinations, travel for health reasons.
- 4. Charges for the completion of claim forms.
- 5. Illness or injury resulting from insurrection, rebellion, war (whether declared or not) or participation in a riot or civil commotion.
- 6. Treatment resulting from a self-inflicted injury.
- 7. Services or treatment resulting from the insured person's commission of, or attempt to commit, an assault or criminal offense.
- 8. Any charges in connection with cosmetic surgery.
- 9. Expenses for items purchased solely for athletic use.
- 10. Charges for which the individual is not required to pay.
- 11. Experimental drugs.
- 12. Expenses covered by the Workplace Safety and Insurance Board.
- 13. If the payment is prohibited by law.
- 14. For dental treatment, except as provided under item 3(f).

- 15. Drugs, sera or injectable drugs when administered in a hospital setting, whether administered on an inpatient or outpatient basis, except as provided under the Out-of-Province/Canada Benefit.
- 16. Any benefit the covered person can obtain under any Government Plan or Law.

#### **Extension of Benefits**

If you or any of your covered dependents is Totally Disabled on the date coverage under this Benefit terminates, entitlement to benefits for that person will be the same as though such coverage had not terminated, for as long as that person remains continuously so disabled, but not beyond the earlier of:

- the date that person becomes covered under any other group-type plan providing similar coverage; and
- 3 months.

"Totally Disabled" as used above means:

- for you, that because of illness or injury, you cannot engage in your regular occupation and you are not working for pay or profit, and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

#### **VISION CARE BENEFIT**

#### **ACTIVE AND RETIRED MEMBERS**

#### **Eligible Expenses**

Eligible expenses include:

- Eyeglasses, prescription safety glasses, prescription sunglasses or regular contact lenses when prescribed by an ophthalmologist or optometrist for the member are covered up to \$1,200 every 2 calendar years. The benefit available to dependents is \$800 every 2 calendar years (every calendar year for insured children under age 16).
- Special contact lenses are covered, if required as a result of cataract surgery, subject to a lifetime limit of \$500.
- Laser eye surgery (for Active Members and their dependents only), when performed by a qualified Ophthalmologist up to a lifetime maximum of \$2,000 per person. The benefit is available if you are at least 18 years of age; are not pregnant; have had stable vision in both eyes for at least one year prior to surgery; and are free of medical and eye problems (including diabetes if not under control) that may increase complications.
- One routine eye examination, when performed by a qualified ophthalmologist or optometrist, every 2 calendar years for insured persons age 20 to 64 inclusive, up to a maximum of \$100. (This Plan does not cover an eye examination eligible for payment through OHIP. OHIP provides coverage for individuals under age 20 and over age 64, as well as for those who have certain diseases affecting the eyes.)

**Please Note:** The date of your final payment to the Vision Care service provider is the date that determines the calendar year in which you are considered to have received the benefit. For example, if you obtain a prescription, order glasses and pay a deposit in December but do not pay the balance owing on your glasses until the following month (January), you will be considered to have received your Vision Care benefit in the new calendar year.

#### **Ineligible Expenses**

Non-prescription reading or sunglasses and safety goggles are not covered under the Plan.

The following expenses are also not eligible for reimbursement under the Plan:

- 1. Services, treatments or supplies covered under any governmental health insurance program or for which no charge would have been made in the absence of this coverage.
- 2. Services, treatments or supplies as a result of an injury where there is a right of recovery against the person who caused the injury, but only where such right of recovery is satisfied by money payment.
- 3. Charges for the completion of claim forms.
- 4. Illness or injury resulting from insurrection, rebellion, war (whether declared or not) or participation in a riot or civil commotion.
- 5. Treatment resulting from a self-inflicted injury.
- 6. Services or treatment resulting from the insured person's commission of, or attempt to commit, an assault or criminal offense.
- 7. Expenses for items purchase solely for athletic use.
- 8. Charges for which the individual is not required to pay.
- 9. Expenses covered by the Workplace Safety and Insurance Board.
- 10. If the payment is prohibited by law.

#### **Extension of Benefits**

If you or any of your covered dependents is Totally Disabled on the date coverage under this Benefit terminates, entitlement to benefits for that person will be the same as though such coverage had not terminated, for as long as that person remains continuously so disabled, but not beyond the earlier of:

- the date that person becomes covered under any other group-type plan providing similar coverage; and
- 3 months.

"Totally Disabled" as used above means:

- for you, that because of illness or injury, you cannot engage in your regular occupation and you are not working for pay or profit, and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

# OUT-OF-PROVINCE/CANADA EMERGENCY and EMERGENCY TRAVEL ASSISTANCE BENEFITS

#### **ACTIVE AND RETIRED MEMBERS**

#### Out-of-Province/Canada Benefit

This benefit covers charges incurred for emergency medical treatment given outside the insured person's province of residence under the following conditions:

the treatment is required as a result of a Medical Emergency which occurs during the first 180 days while temporarily outside the province of residence;

provided the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

#### In the case of an emergency contact one of the numbers below:

Canada/U.S.1-800-265-9977Mexico00-1-800-514-3702Dominican Republic1-888-751-4403

International Toll Free Dialing prefix +800-9221-9221

Operator Assistance Collect 519-741-8450

#### Information to have on hand before you call:

Emergency Travel Assistance Group #5130 Plan Contract Number #10178 Member Certificate – Your Social Insurance Number (S.I.N.)

Contact Allianz Global Assistance as soon as possible (before seeking treatment) so they can ensure you get the care your need without incurring unnecessary expenses.

**Pre-trip planning and consultation** Up-to-date information is provided for travel advisories passport, visa, and vaccination and inoculation requirements for your travel destination. Call Allianz Global Assistance before you leave home to verify that travel assistance is available in the country you're visiting. You can also check with Canada's Department of Foreign Affairs and International Trade at <a href="www.voyage.gc.ca">www.voyage.gc.ca</a> to determine which countries currently have a travel advisory or by calling 1-800-267-6788 or (613) 944-6788.

A "Medical Emergency" occurs when an insured person requires immediate medical attention while travelling outside his/her province of residence due or related to:

- a) a sudden, unexpected injury which occurs or a new medical condition which begins while an insured person is travelling outside the province of residence; or
- b) a previously identified medical condition that was Stable\*, but not diagnosed as terminal or prescribed for palliative care, at the time of departure from the province of residence.

Such Medical Emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is able to return to the province of residence. No coverage is provided for any Medical Emergency related to a pregnancy for insured persons who are pregnant and travelling within 4 weeks of the due date.

- \* "Stable", for the Out-of-Province/Canada Emergency and Emergency Travel Assistance Benefits, refers to a condition where the insured person:
  - a) has not in the 90 days before the departure date:
    - i) been under treatment or evaluation for new symptoms or conditions uncovered in a medical examination; or
    - ii) experienced a worsening or increased frequency of existing symptoms or examination findings related to the medical condition, disease or illness diagnosed or undiagnosed if the insured person has been seen by a medical professional in relation to the symptoms; or
    - iii) been prescribed or recommended a change in treatment or medication related to the medical condition by a Physician or other medical professional, not including regular changes in medication that are made as part of an ongoing treatment or a reduction in medication due to an improvement in the medical condition; or
    - iv) been admitted to or treated at a hospital for the medical condition; or
  - b) did not have future non-routine tests, investigations or new treatment planned for a previously identified medical condition or future medical appointment planned with respect to an undiagnosed medical condition.

Charges for the following are payable as Covered Expenses:

a) Physician's services.

- b) Hospital room and board in excess of the ward rate under the Provincial Plan up to the average semi-private room rate where the expenses are incurred.
- c) The cost of special Hospital services.
- d) Hospital charges for out-patient treatment.
- e) Licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or Hospital where adequate treatment is available.
- f) Medical evacuation for admission to a Hospital or medical facility in the province where the patient normally resides.

Covered Expenses will be limited to Reasonable and Customary charges less the amount payable by the Provincial Plan, or which would have been payable had proper application been made.

All other charges incurred while outside the province of residence are payable under the appropriate Covered Expense on the same basis as if they were incurred in the province of residence.

#### **Emergency Travel Assistance**

Emergency Travel Assistance provides travel assistance for you and your dependents during the first 180 days while you are temporarily outside your province of residence. The assistance services are delivered through an international organization specializing in travel assistance.

Assistance is provided for both Medical and Non-Medical travel emergencies. Services are available during the period that you are covered for the Out-of-Province/Canada Benefit.

In addition, Emergency Travel Assistance also provides you and your dependents with health advice and assistance, whenever and wherever such services are needed - whether at home or while travelling.

Dependent children who are attending school outside Canada are eligible for coverage only while travelling to and from their province of residence and the school.

Details regarding the Emergency Travel Assistance Benefit are provided below, as well as in the *Emergency Travel Assistance* brochure.

#### **Medical Emergency Assistance**

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his/her province of residence and requires immediate medical attention. Such

emergency no longer exists when, in the opinion of the attending physician, the insured person is stable enough to return to the province of residence.

#### a) 24-Hour Access

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

#### b) Medical Referral

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of coverage, is provided.

#### c) Claims Payment Service

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this benefit. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from you.

#### d) Medical Care Monitoring

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

#### e) Medical Transportation

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under the Out-of-Province/Canada Benefit.

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

#### f) Return of Dependent Children

If dependent children under age 16 are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

This expense is subject to a maximum of \$5,000 (Canadian) per medical emergency, combined for items f), g) and i).

#### g) Trip Interruption/Delay

If a trip is delayed due to an illness or injury of an insured person, oneway economy transportation will be arranged to enable each insured person to return home. Expenses incurred over and above any allowance available under pre-paid travel arrangements will be paid.

This expense is subject to a maximum of \$5,000 (Canadian) per medical emergency, combined for items f), g) and i).

#### h) After Hospital Convalescence

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to a maximum of \$75 per day for up to 5 days per insured person.

#### (i) Visit of Family Member

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by Manulife Financial.

This expense is subject to a maximum of \$5,000 (Canadian) per medical emergency, combined for items f), g) and i)

#### (j) Vehicle Return

If an insured person is unable to operate his/her owned or rented vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian) per trip.

#### (k) Meals and Accommodation

Under the circumstances described in part g) of this provision, expenses incurred for meals and accommodation will be paid, subject to a maximum of \$700 (Canadian) per family.

#### **Non-Medical Assistance**

#### a) Return of Deceased to Province of Residence

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his/her province of residence. Expenses incurred for the return of the deceased will be paid, up to a maximum of \$5,000 (Canadian) per insured person.

#### b) Lost Document and Ticket Replacement

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

#### c) Legal Referral

Referral to a local legal advisor, and if necessary, arrangement for cash advances from the insured person's credit cards, family or friends, is provided.

#### d) Interpretation Service

Telephone interpretation service in most major languages is provided.

#### e) Message Service

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be held for up to 15 days.

#### f) Pre-trip Assistance Service

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

#### Exceptions

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

#### **Expenses Not Covered**

No benefit is payable for any expense which is directly or indirectly related to:

- a) any illness or injury arising out of or in the course of employment when the person is insured by or is eligible for coverage by workers' compensation;
- b) any illness or injury for which benefits are payable under any government plan or legally mandated program;
- c) self-inflicted injuries or illnesses, whether the person is sane or insane;
- d) war, insurrection, the hostile action of any armed forces or participation in a riot or civil commotion;
- e) the committing of or the attempt to commit an assault or criminal offence;
- f) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the insured person's blood contained more than 80 milligrams of alcohol per 100 milliliters of blood at the time of injury;
- g) charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms;
- h) charges for services or supplies:
  - when there would have been no charge at all in the absence of insurance;
  - when reimbursement would have been made under a government-sponsored plan in the absence of insurance;

- received from a medical or dental department maintained by an employer, association or trade union;
- required for recreation or sports but which are not medically necessary for regular activities;
- which would have been payable by the Provincial Plan if proper application had been made;
- performed or provided by the insured person, an immediate family member or a person who lives with the insured person;
- provided while confined in a hospital on an in-patient basis;
- not specified as a covered expense under this benefit;
- i) medical or surgical care which is cosmetic; or
- j) medical treatment which is not usual and customary, or which is experimental or investigational in nature.

#### **DENTAL BENEFIT**

#### **ACTIVE AND RETIRED MEMBERS**

If eligible expenses are incurred by you (or your eligible dependents) for treatment by a qualified dentist, a portion of those expenses will be reimbursed by the Plan, as outlined below. Eligible expenses will be based on the Ontario Dental Association Suggested Fee Guide (Fee Guide) approved by the Trustees.

The approved Fee Guide changes from time to time and it is your responsibility to confirm the approved Fee Guide in effect before you incur an expense. If your dentist charges based on a later Fee Guide, you are responsible for the difference in charges between what the Plan pays and what your dentist charges.

#### **Eligible Expenses**

**Basic Services** will be reimbursed based on 95% of eligible expenses (note benefit limitations shown below). Basic services include routine examinations and diagnostic procedures, X-rays, restorative services (such as fillings), space maintainers to replace missing primary teeth, endodontics including root canal therapy, periodontal work and repairs to dentures and fixed bridgework, but not the initial placement or subsequent replacement of dentures or fixed bridgework.

**Major Services** will be reimbursed based on 75% of eligible expenses, and are limited to reimbursement of \$3,000 per person per 3 calendar years. Reimbursement for Major Services will not be made until the member has been eligible under the Plan for at least 12 consecutive months. Major services include the initial placement of partial or full dentures, replacement dentures (if previous dentures are at least 5 years old and cannot be made serviceable), initial crown and fixed bridgework, and replacement crown and bridgework (if previous crown and bridgework are at least 5 years old and cannot be made serviceable).

**Note:** If the denture or bridgework is less than 5 years old, the replacement must be required because one or more natural teeth were extracted while the person was eligible for coverage under the Plan. In addition, replacement of a temporary denture by a permanent denture must take place within one year from the date the temporary denture was installed.

**Orthodontic Services** will be reimbursed based on 75% of eligible expenses and are limited to a lifetime maximum reimbursement of \$5,000 per person. Reimbursement for ongoing treatment is only provided if the member continues to be eligible for coverage under the Plan and a dependent continues to meet the definition of dependent as outlined earlier.\*

\* NOTE: With respect to Active members – members and eligible dependents will be eligible for this benefit. With respect to Retired members – only the dependent children will be eligible for this benefit, provided treatment commences prior to age 20.

**Laboratory Charges** will be reimbursed based on 66 2/3% of eligible expenses.

#### **Benefit Limitations**

The following is a brief outline of some of the limitations applicable to dental coverage. Please contact the Administrator for complete details of your coverage.

#### Examination and Diagnosis

Recall oral examination - once every 9 months

#### Radiographs (X-Rays)

Periapical - one complete series every 2 years Bitewing - once every 9 months Panoramic - once every 2 years

#### Preventive Services

Dental Prophylaxis (cleaning) - once every 9 months Topical Application of Fluoride Phosphate - once every 9 months Pit and Fissure Sealants - for persons under 19 years of age

#### Periodontics

Root Planing and Occlusal Equilibration - up to 8 time units per year Scaling - up to 16 time units per year, 2 units every 9 months for children under 13 years of age

Eligible expenses for laboratory charges are limited to  $66^{2}/_{3}\%$  of the fee for the procedure in the approved Fee Guide.

#### **Alternate Course or Treatment**

If alternate services may be performed for the treatment of a dental condition, the amount that will be considered as an eligible expense will be the amount specified for the least expensive service or supply which, as determined by the Insurance Company, will produce a professionally adequate result.

X-rays may be required to be submitted for gold restorations, crowns, or bridgework expenses. X-rays will be returned promptly to your dentist.

#### **Predetermination of Treatment**

If dental expenses in connection with a course of treatment planned by a dentist for you or your eligible dependent will exceed \$500, the proposed course of treatment and fee estimate must be obtained from the dentist and submitted to the Administrator for approval before treatment begins. Failure to file and obtain approval may result in reimbursement for the course of treatment in a

lesser amount than would otherwise have been made because of the difficulty of determining the necessity for the types of services involved after they have been completed. After reviewing the proposed course of treatment, the Administrator will notify you of the estimated payment.

This is intended as verification of the coverage provided by the Plan, and <u>is not</u> a guarantee of payment. If you or your dependents are not eligible for coverage on the date the services are actually performed, the services will not be eligible for reimbursement.

#### **Ineligible Expenses**

No dental benefits are payable for:

- 1. Dental care which is cosmetic:
- 2. Charges for completion of claim forms;
- 3. Charges for broken appointments;
- 4. Charges for care covered under a medical plan provided by an employer or government;
- 5. Charges for which, in the absence of insurance, there would be no charge;
- 6. Charges for stainless steel crowns on permanent teeth;
- 7. Charges for oral hygiene instruction or nutritional counselling;
- 8. Charges for protective athletic appliances;
- 9. Charges for prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not eligible, or which were ordered while the person was eligible but which were finally installed or delivered after this Dental Benefit is discontinued, or more than 31 days after termination of your Dental coverage for any other reason;
- 10. Charges for a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- 11. Charges for replacement of a lost or stolen prosthesis.

#### **Other Practitioners**

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist;
- installation, adjustment, repair, relining or rebasing of full dentures may be done by a denturist, denture therapist, technician or mechanic, who is registered and practicing within the scope of his/her license.

#### BENEFIT OVERPAYMENTS

In any case where the Plan has paid more benefits to a member than he is entitled to (for example, continuation of Weekly Indemnity benefits after he has returned to work), the following procedures apply:

- 1. The member will be notified of the overpayment by the Administrator and asked to repay the Plan.
- 2. If the member does not make repayment within 21 days:
  - (a) The Trustees may direct that where the member has bank-hours to his/her credit, such bank-hours be cancelled up to the number of hours having equivalent money value to the amount of overpayment. The member will be notified by the Administrator if bank-hours are cancelled in this manner.

or

(b) The overpayment may be treated as a lien against any future benefit claimed by the member and deducted from payments which would otherwise be made.

#### **CLAIM INSTRUCTIONS**

To assist you in filing a claim you will find below a step-by-step outline of the procedures that you (or your beneficiary) should follow.

The Local 721 Rodmen Benefit Fund is insured by Manulife policy number 4267. Please be sure to include this policy number when you submit an expense for reimbursement according to the procedures set out below:

#### Life Insurance

- 1. Notify the Administrator's office immediately.
- 2. An original death certificate or Medical Examiner's Report should be submitted to the Administrator as soon as it can be obtained.
- 3. The Life Insurance benefit will be paid as soon as satisfactory proof of death is furnished.

#### **Accidental Death and Dismemberment**

- 1. Notify the Administrator's office immediately.
- 2. An original Medical Examiner's Report or the Attending Physician's statement completed by the Coroner should be submitted to the Administrator's office as soon as it can be obtained.
- 3. The Accidental Death and Dismemberment benefits will be paid as soon as proof of such loss has been furnished.

#### Weekly Indemnity and Long Term Disability

- 1. Make application to Employment Insurance for Accident and Sickness benefits in the first week of your disability.
- 2. Obtain Local 721 Rodmen Benefit Plan disability claim forms from the Administrator's office or your local union office.
- 3. Follow the instructions on the claim forms; you complete part, your doctor completes part, and for Weekly Indemnity benefits, your last employer completes part.
- 4. Mail the forms to the Administrator.
- 5. Once the claim is processed you will receive payment directly from the Administrator.

#### Supplementary Health, Drugs, Vision Care and Emergency Travel

1. Obtain original receipts which clearly itemize expenses you have paid for and send the original receipts/proof of payment to the Administrator's office.

- 2. The Administrator will issue a cheque for the approved expenses and mail the cheque to you.
- 3. For Emergency Travel Services outside your province of residence see the travel brochure for further details. On page 46 of this document the telephone numbers of who to contact in case of an emergency are listed.

#### **Dental**

- 1. All dental services require a dental claim form to be completed by the dentist and member. Forms are available from the Administrator's office or your dental office.
- 2. A separate claim form must be used for each individual.
- 3. Complete your portion of the form and send it to the Administrator's office.
- 4. The Administrator will issue a cheque for the approved expenses and mail the cheque to you.
- 5. If you wish to have insurance payments paid directly to your dentist, complete the "assignment" portion of the claim form.

Please refer to the **Predetermination of Treatment** provision included under the Dental Benefit section, earlier in this booklet.

**Please Note:** Only the member has the right to sign the assignment portion of the claim form authorizing the Administrator to make payment directly to the dentist. The Plan reserves the right to decline to make "assigned" payments instead of payments to you.

Send all completed Claims Forms to:

Ontario Ironworkers/Rodmen Benefit Plan Administrators Corporation 111 Sheppard Avenue East North York, Ontario M2N 6S2

For all claims be sure to include:

- (a) Your name (clearly written or printed) as listed on your employer's payroll.
- (b) Your full address.
- (c) Your Social Insurance Number/Identification Number.
- (d) Your telephone number including area code.
- (e) Your present or most recent employer.
- (f) Your Union Local Number and identification as a Rodman.
- (g) Original receipts.

#### **Claim Submission Time Limits**

Death claims under the Life Insurance benefit must be submitted within 6 months of the date of death.

Accidental Death and Dismemberment losses must occur within one year of the date of the accident and a claim must be submitted within 6 months of the date of the loss.

Weekly Indemnity claims must be submitted within 90 days of becoming disabled.

Long Term Disability claims must be submitted within 90 days after the end of the waiting period (52 weeks).

Supplementary Health, Vision Care and Dental claims must be submitted within 12 months of the date you incur the expense, and within 6 months of the date your coverage terminates.

**Note:** You may not commence legal action against Manulife Financial (with respect to benefits underwritten by Manulife Financial) less than 30 days after proof has been filed as outlined under Submitting a Claim. Every action or proceeding against Manulife Financial for the recovery of money payable under the Plan is absolutely barred unless commenced within the time period set out in the Insurance Act or applicable legislation.

#### **Coordination of Benefits**

In the event that you or your dependents are covered under more than one Group Supplementary Health, Vision Care or Dental plan, the Coordination of Benefits provision ensures that, although claims may be made under more than one plan, total reimbursement received does not exceed 100% of the actual expenses incurred.

Where both you and your spouse are working and have family coverage under your respective plans, claims should be submitted as follows:

Your claims should be submitted to the Rodmen's Plan first and then, if there is any unpaid balance, submitted to your spouse's insurance company along with a copy of your statement of benefits.

Your spouse's claims should be submitted to his/her insurance company first and then, if there is any unpaid balance, submitted to your Plan along with his/her insurer's statement of benefits.

Dependent children's claims should be submitted first to the insurance company covering the parent whose day and month of birth occurs earlier in the calendar year. If there is any unpaid balance, the claim is then submitted to the other parent's insurer along with the statement of benefits. For example, if you are born July 7th and your spouse is born February 23rd, your spouse's insurance company is first payor for your dependent children's claims.

# IRONWORKERS' LOCAL 721 (RODMEN) PENSION PLAN

January 1, 2018

## Ironworkers Local 721 (Rodmen) Pension Plan

909 Kipling Avenue Etobicoke, Ontario, M8Z 5H3 Office: (416) 236-4026 | Fax: (416) 232-9565 Dispatch: (416) 236-7765

Training Centre: (416) 232-1046
Email: <u>ironworkerslocal721@rogers.com</u>
www.iw721.org

#### **BOARD OF TRUSTEES**

A joint board of trustees made up of both employer and union Representatives is responsible for the management of the plan

#### **Plan Administrator**

Ontario Ironworkers/Rodmen
Benefit Plan Administrators Corporation
www.ontarioironworkers.com

#### Consultant

The Segal Company, Ltd.

#### Auditor

Darryl G. Sibley, C.A.

### **IRONWORKERS' LOCAL 721 (RODMEN) PENSION PLAN**

Dear Member:

The Board of Trustees of the Ironworkers' Local 721 (Rodmen) Pension Plan is pleased to provide you with this summary of the Ironworkers' Local 721 (Rodmen) Pension Plan. It reflects the Plan provisions that were in effect on January 1, 2018.

This booklet summarizes the Plan's rules as clearly as possible in a plain and straightforward manner, including examples. However, this is only a summary of the Plan. The Ironworkers' Local 721 (Rodmen) Pension Plan document governs the Pension Plan. If there is any conflict between this summary and the Plan document, the Plan document will apply.

When this summary refers to "you", it assumes that you are a member actively working in the trade. We suggest that you read this summary carefully and share it with your family. It is important that you and your family be aware of your retirement benefits and the Plan's survivor protection features. We also suggest that you keep this summary handy for future reference.

If you have any questions or require any additional information regarding your Pension Plan and how it affects your pension rights and benefits, you should contact the Administrator at the address listed in the front section of this booklet. In addition, you should visit the member website for information which you will also find useful. The website address is www.ontarioironworkers.com.

The Pension Plan provides important protection for you and your family, and the Board of Trustees is proud to be involved in the continued operation of this valuable program.

With our very best wishes for the future.

Sincerely,

BOARD OF TRUSTEES

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# **SUMMARY OF PENSION BENEFITS**

| TYPES OF RETIREMENT PENSION |   |   |   |
|-----------------------------|---|---|---|
| Type of Benefit             | What is it?   |   | How is it calculated?   |
| Normal Pension              | Monthly pension payments<br>beginning at age 65, and no later<br>than age 71  | • | For service in 1993 or later, the amount depends on your age at retirement and the contributions made on your behalf For service before 1993, the amount depends on your age and hours of pensionable service Amount is higher if you retire after age 65 |
| 85-Point Pension            | Monthly pension beginning at any age before age 65 if your age and years of Union membership or one of the Ontario Locals total at least 85 and you meet the qualification criteria   | • | Same as Normal Pension<br>at age 65 (no early<br>retirement reduction)  |
| Special Early<br>Pension    | Monthly pension beginning any<br>time after age 55 if you meet the<br>qualification criteria  | • | Pension amount is calculated according to schedule/reduction factor (no reduction for retirement at age 60 or later)  |
| Early Retirement<br>Pension | Reduced monthly pension<br>beginning any time after age 55 if<br>you do not qualify for or elect the<br>85-Point Pension or if you do not<br>qualify for the Special Early<br>Pension | • | Pension amount is reduced to actuarial equivalent of Normal Pension   |
| Disability Pension          | Monthly pension payable if you<br>become totally and permanently<br>disabled after age 55 and you<br>qualify for CPP/QPP disability<br>benefits                                       | • | Same as Normal Pension<br>based on pension accrued<br>to date of disability (no<br>early retirement reduction)<br>Only Normal Form of<br>Pension Payment or Joint<br>Pension applies  |

#### **Deferred Pension** If you terminate your membership Same as Normal Pension if in the Plan before retirement, a pension starts at age 65 or monthly pension beginning any later time after age 55 Same as Early Retirement Pension if pension starts before age 65 In either case, the pension is reduced by the Solvency funding level at the time **Transfer Option in** If you are under age 55 when you The lump sum transfer lieu of Deferred become entitled to a Deferred amount is equivalent to Pension Pension, you may elect a lump the commuted value of sum transfer to another pension your Deferred Pension plan or a locked-in retirement savings arrangement, or to purchase a life annuity, instead of

FORMS OF PENSION PAYMENT

the Deferred Pension

| Type of Benefit   | What is it?  | Who is it payable to?  |  |
|---|--|--|--|
| Normal Form of Payment for members who do not have a spouse, or if the spouse signs a waiver form |  |  |  |
| Life Pension with 5<br>Year Minimum   | A pension for your lifetime; includes at least 60 monthly payments   | <ul> <li>You for your lifetime, and</li> <li>Your beneficiary or estate, if you die before receiving 60 monthly payments</li> </ul>                            |  |
| Joint Pension<br>for members who h  | ave a spouse   |  |  |
| Life Pension with<br>60% Joint Pension  | A smaller pension for your lifetime, and a continuing pension to your surviving spouse equal to 60% of your pension  | <ul> <li>You for your lifetime, and</li> <li>60% of your pension to<br/>your surviving spouse for<br/>his/her remaining lifetime<br/>after you die</li> </ul>  |  |
| Optional Forms of Payment in lieu of Normal Form* for members who have a spouse                   |  |  |  |
| *not available for Disabili   |  |  |  |
| Alternate Joint<br>Pension for You<br>and Your Spouse   | A smaller pension for your lifetime, and a continuing pension to your surviving spouse equal to 100% of your pension | <ul> <li>You for your lifetime, and</li> <li>100% of your pension to<br/>your surviving spouse for<br/>his/her remaining lifetime<br/>after you die</li> </ul> |  |

| FORMS OF PENSION PAYMENT   |   |   |
|--|---|---|
| Type of Benefit  | What is it?   | Who is it payable to?   |
| Pop-Up Pension   | A smaller pension for your lifetime; if you die first, your surviving spouse will receive a continuing pension equal to 60% of your pension; if your spouse dies first, your pension will be restored to the "normal form" amount for your remaining lifetime | <ul> <li>You for your lifetime, and</li> <li>If you die first: 60% of your pension to your surviving spouse for his/her remaining lifetime or</li> <li>If your spouse dies first: restored to the "normal form" amount for your remaining lifetime</li> </ul> |
| Other Optional Forms of Payment in lieu of Normal Form* for members who do not have a spouse, or if the spouse signs a waiver form *not available for Disability Pension |   |   |
| Life Pension Only  | A larger pension payable for your lifetime (no payments after your death)   | You for your lifetime   |
| Life Pension with<br>10 Year Minimum   | A smaller pension payable for<br>your lifetime that includes at least<br>120 monthly payments   | <ul> <li>You for your lifetime, and</li> <li>Your beneficiary or estate, if you die before receiving 120 monthly payments</li> </ul>  |
| Life Pension with<br>15 Year Minimum   | A smaller pension payable for<br>your lifetime that includes at least<br>180 monthly payments   | <ul> <li>You for your lifetime, and</li> <li>Your beneficiary or estate, if you die before receiving 180 monthly payments</li> </ul>  |
| Notched Pension<br>with 5 Year<br>Minimum  | A larger pension until age 65, then<br>a smaller pension after age 65 for<br>your lifetime; provides an<br>approximately level income in<br>combination with government<br>pension benefits; this form of<br>pension includes at least 60<br>monthly payments | <ul> <li>You for your lifetime (only available if you retire before age 65), and</li> <li>Your beneficiary or estate, if you die before receiving total payments equivalent to 60 monthly "normal form" payments</li> </ul>                                   |

| OTHER TYPES OF BENEFITS  |  |   |  |
|--|--|---|--|
| Type of Benefit  | What is it?  |   | Who is it payable to?                          |
| Pre-Retirement<br>Surviving Spouse's<br>Benefit(s) If You<br>Have a Spouse                                 | A monthly pension or a lump sum amount of equivalent value plus An excess payment if the total   | • | Your Spouse  Your Beneficiary, or if no        |
|  | contributions made on your behalf<br>plus interest exceed the value of<br>the spouse's monthly pension   | • | beneficiary, Your Estate                       |
| Pre-Retirement Death Benefit If You Have No Spouse or If Your Spouse Waives the Surviving Spouse's Benefit | A lump sum benefit equal to the greater of: - the total contributions made on your behalf plus interest, <i>or</i> - the lump sum value of your pension benefit at the time of your death  | • | Beneficiary, or if no beneficiary, Your Estate |
| Lump Sum<br>Terminal Illness<br>Benefit  | If you become terminally ill (less than 2 years to live as certified by your doctor), you may apply to receive a lump sum benefit of equivalent value to your monthly pension entitlement. | • | You  |

#### **DEFINITIONS**

**Actuarial Equivalent** – a lump sum or pension income benefit that is of equal value to another benefit, taking into consideration factors used in actuarial calculations such as mortality and interest rates, as well as any differences in the terms of payment that apply to each benefit.

**Actuary** – a professional in the pension area who is responsible for calculating the liabilities of pension plans and the costs of providing pension plan benefits.

**Annuity** – periodic payments to a person, usually for life.

**Commuted Value** – the lump sum value of a benefit at a particular time, calculated in accordance with pension legislation.

**Deferred Pension** – a pension that starts at a later date than the date a member terminates membership in the Plan.

**Employer** – an employer who has signed a collective agreement that provides for contributions to the Plan.

**Hours of Contributions** – contributions made to the Plan on a member's behalf, determined by the number of hours the member works.

**Interest** – interest is credited at the average rate used by three major Canadian banks as determined by the Trustees (for the purpose of calculating the preretirement death benefit).

**Lifetime Monthly Pension** – a pension benefit payable on a monthly basis from the time of retirement or elected pension start date to the time of the member's or former member's death.

**Lump Sum Payment** – a benefit paid all at once, not in regular installments.

**Metal Building Specialty Agreement** – the Iron Workers Standard Metal Building Specialty Agreement between the Iron Workers District Council of Ontario and Employers engaged in metal building construction.

**Ontario Locals** – the five Ontario Locals (700, 736, 759, 765, and 786) of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers.

**Pension Adjustment (PA)** – an adjustment to the member's Registered Retirement Savings Plan contribution room due to participation in a registered pension plan; for this Plan, the PA equals the total contributions made to the Plan on the member's behalf during a calendar year.

**Spouse** – a person of the same or opposite sex who is: (a) married to you and living with you, or

- (b) not married to you but has been living with you in a conjugal relationship
  - i. continuously for at least three years, or
  - ii. in a relationship of some permanence if both of you are the parents of a child as set out in section 4 of the *Children's Law Reform Act*.

If you have a spouse who meets these conditions on the date the first installment of your pension is due, you will be considered married for the purposes of this Plan. If you enter into a spousal arrangement after your pension payments start, your spouse will not be entitled to a survivor pension under the Plan.

**Totally and Permanently Disabled** – the member has a physical or mental impairment which has been medically certified and which the Trustees have determined will prevent the member, for the rest of his or her life, from doing any job.

**Union** – the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local Union 721.

# THE IRONWORKERS' LOCAL 721 (RODMEN) PENSION PLAN

### 1. What the Plan is About

The Plan was set up on May 1, 1966 to provide retirement benefits for Rodmen members represented by the Union. The Plan is managed by a joint Board of Trustees where Union and Employers are equally represented. The Trustees are jointly responsible for the overall operation of the Plan, and they serve without compensation.

The benefits and the operating expenses of the Plan are paid entirely by employer contributions and investment income. Therefore, you do not make any direct contributions to the Plan.

The Plan's assets are maintained in a trust fund held by a trust company. The Trustees have hired professional investment managers to invest the Plan's assets.

#### 2. How Do You Join the Plan?

If you are a member of the Union or one of the Ontario Locals, you become a member of the Plan when you first work for an Employer who pays contributions to the Plan on your behalf.

If you are not a member of the Union or one of the Ontario Locals, you may apply to join the Plan on the first day of the calendar year immediately following 2 consecutive calendar years in which you have either:

- worked at least 700 hours or
- earned at least 35% of the Year's Maximum Pensionable Earnings under the Canada Pension Plan

in employment for which an Employer has made contributions to the Plan on your behalf.

To join, you must submit a completed beneficiary form to the Administrator.

### 3. Who Pays the Cost of the Plan?

Each Employer is required to make contributions to the Plan for each hour for which you receive pay. These contributions are paid at the rate in effect under the collective agreement negotiated from time to time between your Employer and the Union and/or the Iron Workers District Council of Ontario. The Trustees do not know how many hours you have worked and what

contributions should be remitted on your behalf, so it important that you advise the Union if you think contributions are not being paid to the Plan.



To see your Pension Plan contribution history, you can log on to the secure member website at www.ontarioironworkers.com

#### 4. When Can You Receive Your Pension?

The normal retirement age is 65. You can begin to receive your pension on the first of the month after you reach age 65.

If you wish, you can retire as early as age 55. Depending on your age and service, you may receive a smaller monthly pension than you would receive at age 65. This is because you will collect your pension for a longer period of time. However, your pension will not be reduced if you qualify for the 85-Point Pension. Also, your pension will not be reduced if you qualify for the Special Early Pension and you are at least age 60 when you retire.

You may choose to retire later than age 65 and if so, you will receive a larger pension. You must, however, start collecting your pension before the end of the year in which you reach age 71.

To receive your pension, you must complete and submit the necessary forms to the Administrator. You can request the forms by contacting the Administrator.



To download the retirement application forms, you can log on to the secure member website at <u>www.ontarioironworkers.com</u>

#### 5. Your Monthly Pension at Retirement

Your monthly pension amount depends on your age at retirement, the contributions made on your behalf and other factors as described below.

Pension benefit information can also be found on your annual benefit statement or on the secure member website at www.ontarioironworkers.com.

NOTE: Where indicated below, different pension provisions apply to members who are covered by the Iron Workers Standard Metal Building Specialty Agreement.

# Retirement At Age 65 - All Collective Agreements Except Metal Building Specialty Agreement

If you retire at age 65, your monthly pension is calculated as follows:

#### • For service before 1993

Your monthly pension will be \$2.75 for each 100 hours of pensionable service before 1993. (Different rates apply prior to January 1, 1988. Please contact the Administrator for further information.)

#### For service on and after January 1, 1993

Your monthly pension will be \$15.20 for each \$1,000 of contributions made on your behalf for service on or after January 1, 1993.

#### **EXAMPLE**

When Jose retires at age 65, he has a total of 20,000 hours of contributions for service before 1993. He also has a total of \$45,000 of contributions made to the Pension Plan for him from January 1, 1993 to the date of his retirement. Jose's monthly pension is calculated as follows:

#### 1. For service before 1993

\$2.75 X 20,000 hours ÷ 100 hours = \$ 550.00

#### 2. For service after 1992

\$15.20 X \$45,000 ÷ \$1,000 = \$ 684.00

\$1,234.00

Jose's monthly pension at age 65 is \$1,234.00.

#### Retirement At Age 65 - Metal Building Specialty Agreement

If you retire at age 65, your monthly pension will be \$9.75 for each \$1,000 of contributions made on your behalf.

# Retirement On An 85-Point Pension – All Agreements

You may retire early anytime if you qualify for an 85-Point Pension. Your monthly pension is calculated in the same manner as if you retire at age 65, based on the contributions made on your behalf up to your actual retirement date. Your pension is not reduced for early payment.

#### ➤ How do I qualify for the 85-Point Pension?

To qualify for the 85-Point Pension, you must meet all of the following requirements:

The sum of your age and years of continuous pensionable service in the Union and any of the other Ontario Locals is at least 85 points (one point equals one year; age and service are measured in years and complete months),

You worked a minimum of 1,000 hours in the trade during the 36 months immediately before your retirement,

You were available for employment in the trade during the 36 months immediately before your retirement (even if work was unavailable),

You were a member in good standing with the Union through the 60 months immediately before the start of your 85-Point Pension, and

You have received the consent of an Employer to retire on an 85-Point Pension.

The Trustees may waive the 1,000 hour requirement in the event that you were unable to work due to disability or lack of available work in the industry.

NOTE: If your membership in the Union or any of the Ontario Locals has ever been suspended, your period of pensionable service before the suspension (but not the actual period of suspension) would still count for purposes of the 85-Point Pension as long as

you had not elected to transfer the value of your pension out of the Plan when you were eligible to do so, and

you were later reinstated as a Union member for at least 60 months immediately preceding your actual retirement date.

Conversely, if you had previously elected to transfer the lump sum commuted value of your pension out of the Plan, your years of pensionable service before the transfer would not count for purposes of the 85-Point Pension.

#### > What if I work after taking the 85-Point Pension?

Once you are approved for your 85-Point Pension, your pension will continue on a monthly basis so long as you are not employed or engaged in any of the following:

Employment with any employer in the same or related business, other than with an Employer who is signatory to the Collective Agreement;

Self-employment in the same or related business as any Employer who is signatory to the Collective Agreement; or

Employment or self-employment in any business which is or may be under the jurisdiction of the Union or any of the Ontario Locals.

NOTE: Employment of less than 20 hours will not result in a suspension.

If you violate any of the above, you will be disqualified from receiving your 85-Point Pension. You will then only be eligible for a pension under the normal retirement rules, where early retirement reduction factors apply (as if you retired on an Early Retirement Pension).

If you return to work for an Employer who is signatory to the Collective Agreement, your pension will be suspended for any month in which you earn more than 20 hours. At the end of each year after you return to work, the contributions received on your behalf during the year will be converted into an additional monthly pension the same way as is done for an active member. When you stop working and retire again, you will receive a pension as follows:

the amount that you were receiving before you returned to work, payable from your new retirement date, plus

the additional monthly pension earned since you returned to work, payable from the 1st January after your new retirement date

### Retirement On A Special Early Pension - All Agreements

If you retire between age 55 and age 65 and you do not qualify for the 85-Point Pension, you may qualify for a Special Early Pension.

#### ➤ How do I qualify for the Special Early Pension?

To qualify for the Special Early Pension, you must meet all of the following requirements:

You were a member in good standing of the Union through the 60 months immediately before the start of your Special Early Pension, and

You have received the consent of an Employer to retire on a Special Early Pension.

#### ➤ How is my Special Early Pension calculated?

For all collective agreements except the Metal Building Specialty Agreement, your Special Early Pension is calculated as follows:

#### > For service before 1992

For each 100 hours of pensionable service before 1992, your monthly pension will be calculated using the rate that corresponds to your retirement age as shown below:

| Retirement Age | Monthly Pension for each<br>100 Hours of Credited Service |
|----------------|---|
| 55             | 2.06  |
| 56             | 2.20  |
| 57             | 2.34  |
| 58             | 2.48  |
| 59             | 2.61  |
| 60             | 2.75  |
| 61             | 2.75  |
| 62             | 2.75  |
| 63             | 2.75  |
| 64             | 2.75  |

### > For service on or after January 1, 1992

For service on or after January 1, 1992, your monthly pension is calculated in the same manner as if you retire at age 65, based on the contributions made on your behalf up to your actual retirement date. This amount is then reduced by 5% for each year (and part year) that your retirement date precedes age 60.

#### **EXAMPLE**

When Tom retires at age 60, he has a total of 10,000 hours of contributions for service before 1993. He also has a total of \$42,000 of contributions made to the Pension Plan for him from January 1, 1993 to the date of his retirement. Since Tom qualifies for the Special Early Pension but not the 85-Point Pension, his monthly pension is calculated as follows:

#### 3. For service before 1993

\$2.75 X 10,000 hours ÷ 100 hours = \$ 275.00

#### 4. For service after 1992

 $$15.20 \text{ X } $42,000 \div $1,000 = $638.40$   $\frac{}{\$913.40}$ 

Tom's monthly pension at age 60 is \$913.40.

For the Metal Building Specialty Agreement, your Special Early Pension is calculated as follows:

Your monthly pension is calculated in the same manner as if you retire at age 65, based on the contributions made on your behalf up to your actual retirement date. This amount is then reduced by 5% for each year (and part year) that your retirement date precedes age 60.

### What if I work after taking the Special Early Pension?

Once you are approved for your Special Early Pension, your pension will continue on a monthly basis so long as you are not employed or engaged in any of the following:

Employment with any employer in the same or related business, other than with an Employer who is signatory to the Collective Agreement;

Self-employment in the same or related business as any Employer who is signatory to the Collective Agreement; or

Employment or self-employment in any business which is or may be under the jurisdiction of the Union or any of the Ontario Locals.

If you violate any of the above, you will be disqualified from receiving your Special Early Pension. You will then only be eligible for a pension under the normal retirement rules, where early retirement reduction factors apply (as if you retired on an Early Retirement Pension).

If you return to work for an Employer who is signatory to the Collective Agreement, you will continue to receive the pension that you were receiving before you returned to work. At the end of each year after you returned to work, the contributions that have been made on your behalf during the year will be converted to an additional monthly pension benefit. The amount will be determined by the Plan's Actuary and will depend on your age and the interest rates in effect at the end of the year. Generally, the amount is less than the pension you would have earned for the same amount of contributions if you had not retired.

## Retirement On An Early Retirement Pension - Metal Building Specialty Agreement, Other Union Local Members and Probationary Member

If you retire between age 55 and age 65 and you do not qualify for the 85-Point Pension or the Special Early Pension, your monthly pension is calculated in the same manner as if you retire at age 65, based on the contributions made on your behalf up to your actual retirement date. This amount is then reduced so that your Early Retirement Pension is the actuarial equivalent of the pension that would be payable at age 65 (the normal retirement date).

# Retirement After Age 65 - All Collective Agreements Except Metal Building Specialty Agreement

If you retire after age 65, your monthly pension will be determined as follows:

|                | Monthly Pension for<br>Each 100 Hours of<br>Credited Service | Monthly Pension for<br>Each \$1,000 of<br>Contributions On or |
|----------------|--|---|
| Retirement Age | Before 1993  | After January 1, 1993   |
| 66             | 2.96   | 16.39   |
| 67             | 3.19   | 17.69   |
| 68             | 3.51   | 19.10   |
| 69             | 3.79   | 20.62   |
| 70             | 4.09   | 22.26   |
| 71             | 4.42   | 24.05   |

If you continue to work after the end of the year in which you reach age 71, you cannot accrue a pension under this Plan. Any contributions made on your behalf beyond this age will be passed on to you in cash.

### Retirement After Age 65 - Metal Building Specialty Agreement

If you retire after age 65, your monthly pension will be determined as follows:

| Retirement Age | Monthly Pension for<br>each \$1,000 of<br>Contributions |
|----------------|---|
| 66             | 10.58   |
| 67             | 11.50   |
| 68             | 12.51   |
| 69             | 13.62   |
| 70             | 14.86   |
| 71             | 16 23   |

If you continue to work after the end of the year in which you reach age 71, you cannot accrue a pension under this Plan. Any contributions made on your behalf beyond this age will be passed on to you in cash.

### 6. Bonus

From time to time, depending on investment experience, the Trustees may declare a bonus on pension benefits that have already been earned. The following bonuses have been paid:

| Effective Date  | Increase |
|-----------------|----------|
| January 1, 1990 | 10.0%    |

| January 1, 1992 | 6.0% |
|-----------------|------|
| January 1, 1994 | 6.5% |
| January 1, 1996 | 4.0% |
| January 1, 1997 | 2.0% |
| January 1, 1999 | 4.0% |
| January 1, 2000 | 3.0% |

Each bonus is applied to your pension benefits earned prior to the effective date, including previous bonuses.

## 7. Payment of Pension

Your pension is paid in equal monthly amounts. Each payment is deposited in your bank account on the first day of the month. For example, you will receive your March pension on March 1st.

## 8. Length of Payment

Your pension is normally paid to you in equal monthly amounts for as long as you live, with at least 60 monthly payments as described below (unless the joint pension, pop-up pension or another optional form of pension applies instead). When you are ready to retire, you may request a personalized statement which includes specific pension amounts payable to you and your spouse or beneficiary under all of the forms of payment allowed under the Plan. (See the Definitions section for a definition of "spouse".)

#### Normal Form

<u>Life Pension with Five Year Minimum</u> – If you die before 60 monthly payments have been paid to you, your beneficiary or your estate will receive the balance of the 60 payments. If you die after 60 monthly payments have been made, your pension will stop after your death. (If you are living with an eligible spouse on the day you retire, the joint pension described below will apply automatically instead of this normal form.)

### Joint Pension - If You Have A Spouse At Retirement

<u>Life Pension with 60% Joint Pension</u> – If you are living with an eligible spouse on the day you retire, you will receive a smaller initial pension for your lifetime in comparison to the normal form of pension. After you die, your surviving spouse will receive a pension equal to 60% of the benefit that you receive. The surviving spouse's pension will begin on the first day of the month after your death and continue for your surviving spouse's lifetime.

#### **Additional Payment Options**

Alternate Joint Pension – If you are living with an eligible spouse on the day you retire, you may elect an alternate form of joint pension. With this option, you receive a smaller initial pension for your lifetime in comparison to the joint pension. After you die, your surviving spouse will receive a pension equal to 100% of the benefit that you receive. If your spouse dies before the first month for which you would receive a pension payment, your election of this option is automatically cancelled.

<u>Pop-Up Pension</u> – If you are living with an eligible spouse on the day you retire, you may elect a pop-up pension. With this option, you receive a smaller initial pension for your lifetime in comparison to the joint pension. If you die first, your surviving spouse will receive a pension equal to 60% of the benefit that you receive. However, if your spouse dies before you, your pension will be restored to the "normal form" amount and continue at this level for your remaining lifetime.

#### If You Do Not Have A Spouse At Retirement

Other Optional Forms – If you do not have an eligible spouse at retirement, or if you and your spouse waive the joint pension, you may elect one of the following types of pension:

- (a) <u>Life Pension Only</u> A larger pension is payable for as long as you live. After you die, your pension will stop.
- (b) <u>Life Pension with 10 Year Minimum</u> A smaller pension is payable for as long as you live. If you die before 120 monthly payments have been paid to you, your beneficiary or your estate will receive the balance of the 120 payments. If you die after 120 monthly payments have been made, your pension will stop after your death.
- (c) <u>Life Pension with 15 Year Minimum</u> A smaller pension is payable for as long as you live. If you die before 180 monthly payments have been paid to you, your beneficiary or your estate will receive the balance of the 180 payments. If you die after 180 monthly payments have been made, your pension will stop after your death.
- (d) Notched Pension You may elect this option only if you retire before age 65. This option pays a higher pension to age 65 in exchange for a lower pension after age 65. If you die before the total payments paid to you are equal to at least 60 monthly payments (before adjustment for the notched option), your beneficiary or your estate will receive the balance of the 60 payments. If you die after the equivalent of 60 monthly "payments have been made, your pension will stop after your death.

The purpose of this provision is to help you level your income from the date of retirement and throughout your retirement, taking into account your expected pension benefits from the Canada Pension Plan and Old Age Security. If your actual government benefits, when they become payable, are different from what was expected, no adjustment is made to your notched pension from this Plan on account of the difference.

If you have an eligible spouse and you want to elect the notched option, you will need your spouse's written approval to waive the joint pension before you can elect this option.

NOTE: The above options are not available if they would result in your monthly pension, multiplied by 12, being less than 4% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the year in which the pension would start or if the commuted value of the benefit is less than 20% of the YMPE for the year in which the commuted value would be paid..

In the case of the notched option, this option is not available if the monthly pension that would be payable when you reach age 65, multiplied by 12, would be less than 4% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the year in which the pension would start or if the commuted value of the benefit is less than 20% of the YMPE for the year in which the commuted value would be paid..

## 9. Naming a Beneficiary

You may name one or more persons as your beneficiary to receive any death benefit other than the surviving spouse's benefit.

If you do not have a spouse or if your spouse waives the right to the surviving spouse's benefit, you should consider naming a beneficiary. If you do not name a beneficiary, any death benefits will be paid to your estate, which is subject to probate fees and creditors. If you name a beneficiary, the Plan can pay the benefit directly to your beneficiary.

To name a beneficiary, you must complete a form approved by the Trustees. You can obtain a copy of this form from the member website or by calling the Administrator.



To download the beneficiary form, you can log on to the secure member website at <u>www.ontarioironworkers.com</u>

#### Naming a Minor as a Beneficiary

You can name anyone you want as a beneficiary. If the beneficiary you name is a minor, you should consider appointing a trustee to look after your child's benefits. A lawyer can advise you on how to appoint a trustee. If a trustee is appointed, be sure to provide information about the trustee on your beneficiary form.

If you do not appoint a trustee, the Plan can pay the benefit to a legal guardian who has been appointed by the court. If no guardian has been appointed, any amount over \$10,000 must be paid to the Accountant of the Superior Court

who will hold the money until the minor reaches age 18. At that point, the minor can withdraw the funds by filing an affidavit proving his or her age.

#### 10. Pre-Retirement Death Benefits

#### If You Have a Spouse

If you die before retirement and you have an eligible spouse, your spouse will receive a surviving spouse's benefit in the form of a lifetime monthly pension. This pension will be equal in value to the commuted value of the pension benefit you had earned to the date of your death. Pension payments will normally start in the month following your death. Alternatively, your spouse may elect to receive this benefit in a lump sum or as a lifetime monthly pension starting at a later date.

Your spouse may waive the right to this benefit in favour of other people such as your children. Waiving this right means that your spouse will not receive any benefit after you die. You and your spouse should talk to a lawyer and a financial advisor before making this decision. If you both agree that your spouse should sign the waiver, you can download a copy of the waiver form from the member website or ask the Administrator for a copy. The waiver must be filed while you are still living.

If the total contributions made on your behalf plus interest are greater than the surviving spouse's benefit, the excess amount will be paid to your beneficiary or, if you have not designated a beneficiary, to your estate.

#### If You Do Not Have a Spouse

If you die before retirement and you do not have an eligible spouse, a lump sum death benefit is payable equal to the greater of:

- (a) the total contributions made on your behalf together with interest, or
- (b) the value of the pension benefit you had earned to the date of your death.

This lump sum death benefit is payable to your beneficiary or, if you have not designated a beneficiary, to your estate.

NOTE: See the *Definitions* section for definitions of "spouse" and "interest". These pre-retirement death benefits also apply on the death of a former member who is entitled to a deferred pension.

#### 11. Terminal Illness

This option is available in the event that you become terminally ill. If your doctor certifies that you are likely to live for less than 2 years due to illness or

physical disability, you may apply to have the value of your pension paid in a lump sum instead of a monthly pension.

To qualify, you must complete an application form and supply written certification from a qualified medical doctor. If you have an eligible spouse, you must also submit the written agreement of your spouse. If you do not have an eligible spouse, you must submit a signed declaration attesting to the fact that you do not have a spouse or that you are living separate and apart from your spouse on the date you sign the application form (or if you are a pensioner, on the date your first pension payment was due). A declaration form must be signed no more than 60 days before the Trustees receive it.

## 12. Termination of Plan Membership

Your membership will terminate if you cease to be a member of the Union or no contributions have been made on your behalf for at least 24 consecutive calendar months and, in either case, you give the Trustees written notice that you wish to terminate.

Upon receipt of such written notice, your benefit entitlement in the Plan will be reduced to reflect the level of Solvency Funding at that time. This reduction will not be applied if you do not submit written notice of termination.

If you terminate membership in the Plan before your retirement, you will be entitled to a deferred pension payable at age 65 or, if you choose, any time after age 55 on the terms set out earlier in this booklet.

Alternatively, if you are under age 55 on termination, you may apply to transfer the lump sum value of your pension benefit directly to another registered pension plan or a locked-in retirement savings arrangement, or to purchase a life annuity, as permitted by pension law.

Please note that the option to terminate membership after 24 months and the transfer option described above do not apply if you become a member of a plan in Canada that has signed a reciprocal agreement with the Board of Trustees of this Plan. (See Working in Another Ironworkers' Local.)

#### 13. Disability Service Credits

If you are absent from work due to a work-related injury, you may qualify for service credits for the time you are disabled. To qualify for this credit, you must be receiving disability income from the Workplace Safety and Insurance Board that is equal to 50% or more of your pre-accident earnings.

If you qualify, you will receive a credit of 100 hours for each full month in which you are absent from work due to the injury, to a maximum of 12 months in total. For example, if you were absent from work due to an injury for 3 months,

your credit would be 300 hours. If you were absent from work due to an injury for 14 months, your credit would be 1,200 hours.

The pension you earn for these credited hours will be based on the contribution rate in effect during your absence under the collective agreement that applies to you.

### 14. Disability Pension

You may retire on a disability pension if you become totally and permanently disabled after age 55 as certified in writing by a qualified medical doctor, and you have qualified for Canada and/or Quebec Pension Plan disability benefits.

Your disability pension will be equal to the pension you have earned up to your disability date with no reduction for receiving your pension before age 65. For example, if you become disabled at age 57 and your accrued pension is \$2,750 per month at age 65, you would actually receive \$2,750 per month starting at age 57.

You may be required to be examined by a doctor selected by the Trustees when you first apply for a disability pension and from time to time while your pension is being paid.

# 15. Working in Another Ironworkers' Local

The Board of Trustees of this Plan has signed reciprocal agreements with other Ironworkers' pension plans in Ontario and some Ironworkers' pension plans outside Ontario to allow the transfer of contributions within Canada.

If you become a member of a plan covered by a reciprocal agreement within 12 months of the last date contributions were made on your behalf directly to this Plan, you will continue to be a member of this Plan. The contributions made on your behalf to the other plan will be transferred to this Plan. If you need more information regarding this feature of the Plan, please ask the Administrator.

# 16. Applying for Pension Benefits

Payment of a pension benefit from this Plan is not automatic. You must apply for a benefit by completing and submitting the necessary forms. Please file your application at least 2 months before your intended retirement date. Early filing will avoid delay in the processing of your application and the payment of benefits.

In any event, your requested retirement date must be after the date on which you submitted the forms.

Pension application forms are available from the Administrator. You can request applications and related forms by phone or by mail or by downloading them from the member website. As soon as your request is received, the Administrator will send you a package containing the necessary forms.

As part of your application you will be required to submit proof of age for both yourself and your spouse. This proof may be a birth certificate, a passport or citizenship papers. The original document is required, not a photocopy. It will be returned to you via registered mail.

## 17. Taxation of Benefits

Pension benefits received from the Plan are taxable as income when received. The amount of tax depends on your total taxable income from all sources. You may elect to have no income tax withheld on your monthly pension payment, and pay estimated quarterly installments of income tax instead.

#### 18. Small Pensions

If your monthly pension amount is small, the Trustees may pay you or your surviving spouse the commuted value of your pension in a lump sum. Generally, a pension is considered "small" if the monthly amount, multiplied by 12, is less than 4% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the year in which the pension would start or if the commuted value of the benefit is less than 20% of the YMPE for the year in which the commuted value would be paid.

### 19. Returning to Work

If you retire on a pension other than the 85-Point Pension and return to work, you will continue to receive the pension that you were receiving before you returned to work. At the end of each year after you returned to work, the contributions that have been made on your behalf during the year will be converted to an additional monthly pension benefit. The amount will be determined by the Plan's Actuary and will depend on your age and the interest rates in effect at the end of the year. Generally, the amount is less than the pension you would have earned for the same amount of contributions if you had not retired.

If you retired on the 85-Point Pension, different rules may apply depending on your situation. Please refer to *Your Monthly Pension at Retirement* earlier in this Booklet.

If you retire on a pension and return to work after the end of the year in which you reach age 71, any contributions made on your behalf will be paid to you in cash in the month after they are received by the Plan.

## 20. Supervision and Valuation of the Plan

The Plan is registered with the Canada Revenue Agency for tax purposes. To ensure that the rights of members are safeguarded, the Financial Services Commission of Ontario supervises the Plan. The Plan's Registration Number is 0548776. To satisfy regulatory requirements and ensure that the Plan is able to

meet all current and future financial obligations, the Trustees retain the services of an Actuary to conduct an actuarial valuation of the Fund from time to time (at least every three years).

## 21. Changes to the Plan

The Trustees may revise the Plan whenever a revision is deemed by them to be in the best interest of members and their beneficiaries, or when a revision is required by law. All revisions must be submitted for approval to Canada Revenue Agency and the Financial Services Commission of Ontario.

The rights of members and all other persons entitled to any benefit from this Plan shall be limited to the assets of the Pension Plan as existing from time to time. Such assets are invested as required by law.

## 22. Assigning Benefits

The Plan prohibits any form of assignment, sale, transfer, attachment, or garnishment of your pension benefit except as specifically required by applicable law (e.g., in the case of a legal decree on marriage breakdown). Also, it cannot be used as security for a loan or mortgage.

This clause is included in order to protect your pension benefit for its intended use – your retirement.

#### 23. Member Records

The Trustees are responsible for ensuring that all member records are maintained in good order and updated regularly. Be sure to advise the Administrator promptly of any changes in your marital status and your mailing address.

Information about the Pension Plan and your personal pension data can be found on the member website.



To see your personal pension data and information about the Pension Plan, you can log on to the secure member website at www.ontarioironworkers.com

## 24. Members Not in Good Standing

Throughout this document, it is assumed that all members are in Good Standing with the Union or one of the Ontario Locals at all times. It is important that you understand that you will not earn any pension benefit for any period when you are not in Good Standing.

Benefits lost during such periods will not be reinstated under any circumstances.

#### 25. Government Pension Benefits

The benefits provided under this Plan are paid in addition to any Canada or Quebec Pension Plan (CPP/QPP) or Old Age Security benefits for which you may be eligible.

#### 26. Changes in Marital Status

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 and the Pension Benefits Act (Ontario).

If your ex-spouse is entitled to any portion of your benefit in accordance with the applicable provincial family law, the benefit to which you, your current spouse or beneficiary is entitled will be adjusted accordingly.



To review your current marital status on our records, you can log on to the secure member website at <u>www.ontarioironworkers.com</u>

#### 27. Effect of Plan on RRSP Contribution Room

Contributions made by your employer to the Plan result in a pension adjustment (PA) that affects how much you can contribute to a Registered Retirement Savings Plan (RRSP). The PA is equal to the total contributions made to the Plan on your behalf during a calendar year. Your PA is reported on your T4 slip, which also shows your employment income for tax purposes. Your RRSP contribution room in a given year is reduced by the amount of your PA for the prior year. (Your RRSP room is shown on the Notice of Assessment you receive after you file your income tax return.)

#### 28. What if the Plan is Terminated?

It is the intention of the Board of Trustees to continue this Plan into the foreseeable future. However, in the unlikely event that this Plan is wound up and there are not enough assets to meet the Plan's liabilities, pension benefits may be reduced. The benefits provided under this Plan are not guaranteed by the Ontario Pension Benefit Guarantee Fund. On the other hand, if there are more than enough assets to meet the Plan's liabilities, the excess will be applied to enhance benefits in accordance with the rules of this Plan, subject to the applicable federal and provincial pension laws.

# 29. Additional Information

While you are an active member, you receive an annual pension benefits statement every year that shows your pension benefit. For more information about your pension, you can go to the member website or contact the Administrator's office at (416) 223-0383 or (800) 387-8075.



You can find answers to your questions about the Plan and your personal Pension information at <u>www.ontarioironworkers.com</u>, the secure member website.