The Canadian Elevator Industry

Welfare and Pension Plans

Member Booklet

www.ceiwpp.ca **2017**

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DISCLAIMER

Every attempt is made to keep information up-to-date and accurate, however, there may be changes to your plan terms that are not reflected in the latest printed booklet or the booklet available on the Manion website. The Canadian Elevator Industry Welfare and Pension Trust Funds, hereinafter referred to as the "Trust Funds", and Manion Wilkins & Associates Ltd., hereinafter referred to as the "Plan Administrator", therefore makes no warranty, guarantee, or promise, express or implied, concerning the content of any benefit plan booklet. In addition, a new release of a booklet, reflecting changes in your coverage, may be printed or uploaded for online access at any time and without prior notification to plan members. You should contact the plan administrator for confirmation of benefit levels and coverage before relying on the information contained within this booklet.

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

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

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

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

THE BOARD OF TRUSTEES

WELFARE PLAN		PENSION PLAN	
Ward Dicks Roland MacInnis Ben McIntyre	David McColl Andrew Reistetter Peter Beerli	Ward Dicks Roland MacInnis Kevin McGettigan	David McColl Andrew Reistetter Peter Beerli

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

The latest changes to the Plans as of October 1, 2017 are included in this booklet and you will be informed of any future amendments through Newsletters and postings on the Website. If you have any questions regarding your benefits under the Plans, please communicate with the Plan Administrator.

Addresses and telephone numbers are:

For Welfare Benefits:	**For Pension Benefits:**
Manion Wilkins & Associates Ltd. 500 – 21 Four Seasons Place Etobicoke, Ontario M9B 0A5	Manion Wilkins & Associates Ltd. Pension Department 222 Rowntree Dairy Road, 3rd Floor Woodbridge, Ontario L4L 9T2
Contact Centre 416-234-3511 Toll Free – 1-866-532-8999 Fax – 416-234-2071	Contact Centre 416-234-3511 Toll Free – 1-866-532-8999 Fax – 905-264-6344

Email: info@manionwilkins.com
Plan Administrator Website: www.manionwilkins.com

Trust Fund Website: www.ceiwpp.ca

PLAN / POLICY / REGISTRATION NUMBERS

Benefit Plan
- Health, Dental and Weekly Indemnity Benefits are Self Funded, Plan No. 00060000
- Member and Family Assistance Program is provided through Homewood Health™
- Accidental Death & Dismemberment is underwritten by AIG Insurance Company of Canada, Policy No. BSC 9023206
- Life and Long Term Disability are underwritten by Great-West Life Assurance Company, Policy No. 168236

Pension Plan
- Canada Revenue Agency, and Financial Services Commission of Ontario, Registration # 0229179

READ THIS BOOKLET CAREFULLY, BUT REMEMBER…This booklet is a general outline of the Plans and its purpose is to explain as briefly and clearly as possible each of the benefits to which you are entitled. The benefits outlined under the Plans are subject to the terms and conditions of the Plan documents and Group Master Policies. If there is any conflict between this outline and the Plan documents and Group Master Policies, the Plan documents and Group Master Policies will apply in all cases. Also remember that no benefits are guaranteed and that the benefits can be changed by the Trustees at any time.

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NOTICE REGARDING PERSONAL INFORMATION

When you apply for coverage Manion Wilkins & Associates Ltd. (the Plan Administrator) sets up a file, or series of files, with personal information relative to your Pension and/or Health Benefits under the Plan. This includes all of the information concerning your enrolment, your benefits and your claims.

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

- Arranging insurance coverage where applicable
- Claims adjudication, management and payment
- Internal and external audits
- Income tax reporting purposes where applicable
- Preparation of reports used by the plan sponsor (*Board of Trustees)* in the financial management of the Plan
- Administering your pension benefits

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

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

DIRECT DEPOSIT FOR CLAIMS PAYMENTS

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

To avoid any fees it is important that you receive your health and dental claims payments electronically with direct deposit into your bank account. To enroll in the service, access your online account at MWAOnline: http://mwaonline.manionwilkins.com and fill in the banking section under the "Update My Profile" menu item.

WELFARE AND PENSION PLANS

ELIGIBILITY, ENROLMENT and CONTRIBUTIONS

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

1. DEFINITIONS

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

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

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

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

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

Dependent Child

Eligible dependents are your Spouse and your natural unmarried dependent children under 19 years of age who are not themselves eligible for coverage under the Welfare Plan as Employees. Dependent children 19 years of age and over who continue their education on a full time basis at an accredited school may be covered under the Welfare Plan until they reach age 25 provided they are not otherwise employed on a full time basis. Proof of their full time attendance at school must be submitted to the Plan Administrator on an annual basis.

Definitions (Continued)

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

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

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

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

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

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

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

Psychologist means a duly qualified individual legally licensed to provide therapeutic services in the treatment of mental and emotional illnesses within the scope of his or her license.

Definitions (Continued)

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

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

Spouse

(a) as defined for the Benefit Plan means a person who -
   (i) is legally married to the Employee and is not living separate and apart from the Member; or
   (ii) although not married to the Member, is and has been living with the Member in a conjugal relationship either:
      – continuously for at least one year; or
      – in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act of Ontario.

(b) as defined for the Pension Plan means a person who at the date of the Member’s retirement or pre-retirement death is legally married to the Member and is living with the Member, or who is not married to the Member and is living with the Member in a conjugal relationship as defined under the pension legislation for the province in which the Member was employed.

Notes:

(1) A notarized statement confirming the status of any common-law relationship must be provided to the Plan Administrator.

(2) For purposes of the Pension Plan the definition of "Spouse" shall be as required under the pension legislation for the province in which you are employed. If you require the definition which applies to you, please contact the office of the Plan Administrator.

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

2. ELIGIBILITY

(a) <u>All Employees</u>:

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

(b) <u>New Employees</u>:

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

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

(i) completed the probationary period of six months as set out in the Collective Agreements; and

(ii) accumulated and contributed, and had contributions made to the Welfare Plan on their behalf by their Employer, for a further 900 hours following completion of the probationary period. *<u>Note</u>: During this 900-hour accumulation period such employee is eligible for the Major Medical and Dental Benefits provided under the Welfare Plan. Full coverage will be provided once the employee meets all conditions outlined in this item (ii).*

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

(c) <u>Partners and Sole Proprietors</u>:

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

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

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

Eligibility (Continued)

(d) Employees Promoted to Supervision:

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

(i) remaining in the Plans for service after the date of promotion, subject to the approval of the Employer, the International Union of Elevator Constructors and the Trustees; or

(ii) terminating their active membership in the Plans for service after the date of promotion by notification to the Trustees.

3. ENROLMENT

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

Advise the Plan Administrator of all changes to your status. You must file a Member Information Change Form if any of the following occur:

(a) Marital status and/or name change

(b) Addition or deletion of dependents

(c) Beneficiary update

(d) Spouse update

(e) Changes to your Spouse's insurance

(f) Address change*

(g) If you receive a document from the Plan Administrator and you notice an error in any of your information, such as your date of birth or name

* You may change your address and banking information online, by letter, by phone or made through your Local Union Office. You will be required to provide identification.

4. CONTRIBUTIONS

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

Contributions (Continued)

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

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

Tax On Benefits

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

WELFARE PLAN

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

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

1. BENEFIT HIGHLIGHTS

(a) LIFE INSURANCE – ACTIVE EMPLOYEES ONLY

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

(b) ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS – ACTIVE EMPLOYEES ONLY

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

(c) WEEKLY INDEMNITY BENEFIT – ACTIVE EMPLOYEES ONLY

Weekly Benefit — $550. This benefit terminates when you retire.

(d) LONG TERM DISABILITY BENEFIT – ACTIVE EMPLOYEES ONLY

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

(e) MAJOR MEDICAL BENEFIT FOR EMPLOYEES AND DEPENDENTS

Overall Maximum — $25,000 per covered person's lifetime. When this maximum is reached, each covered person will be reimbursed up to a maximum of $5,000 per year thereafter.

Note: These maximums do not apply to the Prescription Drug or the Vision Care benefits.

Benefit Highlights – Major Medical Benefit (Continued)

Eligible Expenses	Maximum Amount Payable (per covered person)
Drugs prescribed by a person legally authorized to prescribe drugs – Generic Substitution unless specified in writing by the attending health care practitioner * Drugs or medications must bear a valid Drug Identification Number (DIN) issued by Health Canada	Reasonable and customary *Note: Dispensing fee is limited to a maximum benefit of $10.00 per prescription*
- Smoking cessation products payable at 75%	$500 per calendar year
- Erectile dysfunction drugs	$1,000 per calendar year
Ambulance Services	Local ambulance to the nearest hospital, including air ambulance
Dental Care for accidental injury	$1,500 per calendar year
Convalescent Hospital	Following 3 or more days of confinement as a Hospital bed-patient
Services of a psychologist	$50 per visit, not to exceed 50 visits in a calendar year
Services of a Chiropractor, acupuncturist, naturopath, massage therapist, athletic therapist, osteopath, speech therapist, occupational therapist, physiotherapist, podiatrist or chiropodist	$50 per treatment. There is no limit to the number of visits but subject to a combined maximum of $2,500 for all paramedical practitioners in a calendar year
Durable Medical Equipment, Medical Aids and Prostheses	Rental (or, purchase at the Plan's discretion) – *please refer to Description Of Benefits for the list of eligible items*
Orthopedic Shoes or Orthotics	A total maximum of one pair in a calendar year
Hearing Aids	$1,500 every 5 years

Benefit Highlights – Major Medical Benefit (Continued)

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

(f) DENTAL BENEFITS FOR EMPLOYEES AND DEPENDENTS

Dental Fee Guide	The Ontario Dental Association Fee Guide (current minus two years) applies in all provinces *For example: 2015 ODA applies in 2017 calendar year.*
Basic Services	100%
Crowns, Dental Implants, Bridges, Dentures and Orthodontic Services	80% to a combined maximum of $2,500 per covered person per calendar year

Benefit Highlights (Continued)

(g) EMERGENCY OUT OF PROVINCE/COUNTRY MEDICAL COVERAGE FOR EMPLOYEES AND DEPENDENTS

Members are eligible to be reimbursed for the cost (premium) to purchase out of Province/Country coverage up to a combined family maximum of $200 per calendar year.

(h) MEMBER AND FAMILY ASSISTANCE PROGRAM (MFAP)

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

2. ELIGIBLE DEPENDENTS

Eligible dependents are your Spouse and your natural unmarried dependent children under 19 years of age who are not themselves eligible for coverage under the Welfare Plan as Employees. Dependent children 19 years of age and over who continue their education on a full time basis at an accredited school may be covered under the Welfare Plan until they reach age 25 provided they are not otherwise employed on a full time basis. Proof of their full time attendance at school must be submitted to the Plan Administrator on an annual basis.

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

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

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

3. DESCRIPTION OF BENEFITS

(a) LIFE INSURANCE (EMPLOYEES ONLY)

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

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

(b) ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS (EMPLOYEES ONLY)

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

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

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

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

AD&D BENEFITS (Continued)

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

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

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

(c) WEEKLY INDEMNITY

Eligibility – All Active Employees

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

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

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

Commencement of Benefits

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

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

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

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

Amount of Weekly Benefit

The Weekly Indemnity benefit is $550. Weekly Indemnity benefits are non-taxable.

Benefit Duration

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

WI benefits are not payable after the date you retire.

Application

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

Recurring Disability

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

Exceptions and Limitations

No benefits are payable for:

(1) Any portion of a period of disability unless you are receiving ongoing supervision/treatment by a physician deemed appropriate for the impairment which is causing the disability. You will not be paid for any portion of a period of disability during which you do not participate in the treatment program recommended by said physician.

(2) Any portion of a period of disability during which you are receiving treatment by a therapist unless such treatment is recommended by a physician deemed appropriate.

(3) Any portion of a period of disability resulting from substance abuse, including alcoholism and drug addiction, unless you are participating in a recognized substance withdrawal program.

WEEKLY INDEMNITY - Exceptions and Limitations (Continued)

(4) Disabilities resulting from self-inflicted injuries or attempted suicide.

(5) Disabilities as a result of participation in a war, riot, insurrection or criminal act.

(6) Disabilities resulting from an accident which occurs while you are operating a motor vehicle and your blood contains more than the legislated legal blood alcohol limit in the jurisdiction where the accident occurred;

(7) The portion of a period of disability during which you are:
 (i) imprisoned in a penal institution, or
 (ii) confined in a hospital, or similar institution, as a result of criminal proceedings.

(8) Disabilities which commence on or after the date a strike or layoff begins.

(9) Disabilities which occur while performing any occupation or employment for remuneration or profit.

(10) Disabilities for which you receive benefits in accordance with the provisions of a Workers' Compensation Board/Workers Safety Insurance Board or similar law.

Reimbursement (Recovery of Benefits)

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

(d) LONG TERM DISABILITY

Definitions applicable to this coverage, as per the insurance policy:

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

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

Total disability means you will be considered totally disabled:

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

Description of coverage

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

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

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

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

Elimination period

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

Maximum benefit period

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

Proof of claim

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

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

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

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

When Long-Term Disability payments begin

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

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

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

Interrupted periods of total disability during the elimination period

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

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

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

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

Interrupted periods of total disability after benefit payments begin

If you had a total disability for which the Insurer paid you Long-Term Disability benefits and total disability occurs again due to the same or related causes, the Insurer will consider it a continuation of the previous total disability if it occurs within 30 days after returning to work. You must be covered when the disability reoccurs.

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

What the Insurer will pay

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

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

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

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

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

Additional sources of income are amounts provided to you:

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

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

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

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

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

Maternity / parental leave of absence

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

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

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

Rehabilitation program

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

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

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

Waiver of premium

Long-Term Disability premiums for an employee will be waived while the employee is receiving Long-Term Disability benefits.

What is not covered

The Insurer will not pay benefits for any period:

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

LONG TERM DISABILITY – Exclusions/Limitations (Continued)

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

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

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

(e) MAJOR MEDICAL BENEFITS (Employees and Dependents)

The specified Major Medical expenses are payable provided they are reasonable and customary, needed for medical care and provided they are not covered by your Provincial Medicare Plan up to an Overall Lifetime Maximum of $25,000 per covered person. When this maximum is reached, each covered person will be reimbursed up to a maximum of $5,000 per year thereafter. *Note: these maximums do not apply to the Prescription Drug or Vision Care benefit.*

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

(1) **Prescription Drug Benefits**

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

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

(a) Eligible Drug Expenses:

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

(b) Generic Drugs

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

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

(c) Ingredient Cost:

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

(d) Dispensing Fee:

There is a dispensing fee maximum eligible expense of $10.00 per prescription. Maintenance drugs are limited to one dispensing fee for each 90-day supply. Drug compounds, solutions, creams and mixtures will be reimbursed to a maximum of $30 for the professional fee. A drug compound is a special medication made from a mixture of drugs.

MAJOR MEDICAL BENEFITS (Continued)

(e) Prescription Drug Exclusions:

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

(f) Prior Authorization

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

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

(g) Maintenance Drugs

These are drugs which you or your eligible dependent have been taking for at least 6 months and which you or your dependent are required to take for a long period of time for a particular condition. Some examples of maintenance medications include blood pressure medication, heart medication, and thyroid pills.

Note: The Welfare Plan will only cover one dispensing fee every 90 days for maintenance medication.

(h) Important Note: If You (Or Your Spouse) Are Age 65 or Over

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

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

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

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

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

- Licensed ground ambulance service, when medically necessary, to transport the patient to the nearest hospital equipped to provide the required treatment
- Emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for the registered nurse.

(4) Charges for services provided upon the prescription of a Physician by a Convalescent Hospital to which the patient is transferred after confinement as a Hospital bed-patient for at least three days (but not for rehabilitation or custodial care).

(5) Charges for the following services or supplies prescribed by a Physician unless provided by the hospital or other institution:

(a) Oxygen and its administration.

(b) Blood transfusions including the cost of the blood.

(c) Services of registered graduate nurses, licensed practical nurses or registered nursing assistants (other than members of your family or the staff of the Hospital or Convalescent Hospital).

Note: Nursing services provided in the Hospital are not covered.

(d) Rental or purchase of wheelchairs or electric mobility scooters up to a combined $2,000 lifetime maximum.

(e) Rental of hospital beds, iron lungs or intermittent positive-pressure breathing machines. (Individual consideration may be given by the Trustees to the purchase rather than rental of eligible equipment, as well as to the expenses incurred in its repair or adjustment.)

(f) Splints, trusses, braces, orthopedic back supports, crutches, casts, artificial limbs and eyes and hair prosthesis.

(g) Elastic support stockings purchased from a recognized surgical supply house up to a maximum of $100 in a calendar year. To be eligible, elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided the stockings have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition as determined by the Plan Administrator.

(h) Insulin infusion pump (one per lifetime), payable at 50% of the eligible expense.

(i) Orthopedic shoes which is an integral part of a brace or which are specially constructed for the patient, any modifications to such shoes. Orthotics are also covered. Orthopedic shoes and orthotics are covered up to a total maximum of one pair in a calendar year.

To be covered under the plan, orthopedic shoes and orthotics must be recommended by a licensed doctor (M.D.), podiatrist or chiropodist, custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropodist, pedorthist or orthotist and required to correct a diagnosed physical impairment.

Recommendation must include the diagnosis, symptoms and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. **To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, <u>you must submit an estimate to the Plan Administrator for confirmation prior to the purchase.</u>**

(j) Hearing aids obtained on the written prescription of a Physician certified as an audiologist up to a $1,500 every 5 years.

(k) Paramedical claims for reimbursement must be accompanied by a written prescription from the attending Physician and a letter from the Physician setting out the diagnosis of the condition which requires the services or supplies for the following items (i) and (ii).

(i) Services of a registered clinical Psychologist up to a maximum of $50 per treatment, not to exceed 50 visits in a calendar year.

(ii) Services of the following paramedical practitioners up to a maximum of $50 per treatment. There is no limit to the number of visits but subject to a combined maximum of $2,500 for all paramedical practitioners in a calendar year:

- a legally licensed and duly qualified Physiotherapist, a registered Massage Therapist or Athletic Therapist where all or a portion of such treatment is not covered by a government plan;
- a duly qualified Speech Therapist
- a duly qualified Occupational Therapist
- a legally licensed and duly qualified Chiropractor, Naturopath, Osteopath, or Chiropodist/Podiatrist. **Note:** These benefits are only payable after the yearly maximum, if any, has been received from your Provincial Government Plan. X-rays, medicines, drugs, or dressings ordered by one of the above are not covered under the Welfare Plan.
- a duly registered Acupuncturist for the treatment of sickness or injury, where all or a portion of such treatment is not covered by your Provincial Government Plan.

Note: In no event shall acupuncture treatment be covered if used as a remedy for smoking, alcohol abuse, diet control or other addiction problems. Physician's prescription is not required.

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

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

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

(7) With approval of the Trustees, reasonable charges for the services provided by a Home Health Agency under the care and direction of a Physician on a visiting basis in the patient's home, unless coverage is available under a provincial medical plan.

Note: Homemaker services are not covered.

<u>Pre-determination of Benefits</u> – A treatment plan shall be submitted with cost estimates to the Plan Administrator before any private duty nursing services begin. The Plan Administrator will then advise you of any coverage that will be provided.

(8) Vision Care –

(a) Purchase, repair or replacement of lenses and frames for eyeglasses or contact lenses, or laser eye surgery, prescribed by a Physician or Optometrist up to a maximum of $450 every two calendar years. Eyeglasses purchased (or repaired) for dependent children under age 14 at the date of purchase will be payable up to a maximum of $450 each calendar year.

(b) In addition, if visual acuity of 20/40 cannot be achieved by eyeglasses and this is confirmed in writing by your Physician or Optometrist, a maximum of $550 is payable during the fifth calendar year following the year in which the last purchase was made towards the purchase of contact lenses prescribed by a Physician or Optometrist for severe corneal astigmatism or scarring.

If written confirmation cannot be obtained from your Physician or Optometrist, your contact lenses will be covered in accordance with the coverage for eyeglasses in (a) above.

(c) Charges for eye examinations, if not covered by a provincial health plan, up to a maximum of $90 every 2 calendar years. If an eye examination is prescribed medically necessary as per a doctor's prescription, it is covered up to a maximum of $90 per calendar year.

(f) DENTAL BENEFITS (Employees and Dependents)

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

(1) 100% of fees allowed in the adopted Dental Fee Guide for the following services.

(a) Diagnostic services limited to:

(i) prophylaxis, including scaling and polishing teeth once every 6* months;

(ii) full-mouth series of X-rays once every 12* months;

(iii) oral examinations (full exam once every 24* months).

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

(b) Amalgam, silicate and acrylic fillings.

(c) Extractions, including surgical extractions of impacted teeth.

(d) Necessary palliative treatment of dental pain.

(e) Antibiotic medication.

(f) Topical application of fluoride solutions.

(g) Endodontics (root canal therapy).

(h) Periodontal therapy to eliminate acute symptoms.

(i) Provision of space-maintainers for missing primary teeth and provision of habit-breaking appliances.

(j) Consultations required by attending Dentist or Oral Surgeon.

(k) Surgical preparation of dental bridges for prosthetic appliances.

(l) Oral surgery and the provision of prosthetic appliances resulting from accidental injury to the jaw or natural teeth, provided that the treatment is performed and appliances supplied within 6 months of the accident, and subject to and part of the maximum in (2) below.

(m) Diagnostic X-rays and laboratory procedures required in relation to oral surgery.

(n) Anaesthesia.

(2) The following services are covered up to a maximum of $2,500 per calendar year:

(a) 80% of fees allowed for providing crowns, or dental implants (not to exceed the cost of a crown), bridges and partial or complete dentures, including denture repair and replacement, except in the case of lost, mislaid or stolen dentures.

Note: The replacement of existing prosthetic devices is not covered unless the existing prosthetic appliance is at least 5 years old and no longer serviceable.

(b) 80% of fees allowed for orthodontic treatment initiated for a child who is at least 6 years but **less than 16 years of age** at the time of the initial consultation with an Orthodontist.

Alternate Benefit Clause

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

Pre-determination of Benefits

It is recommended that a treatment plan, in the form of a report prepared by the Dentist, be submitted prior to commencement of treatment when the course of treatment is expected to cost more than $300.

DENTAL BENEFITS (Continued)

The Employee will be advised of the amount payable under this Welfare Plan, **before** the dental work begins.

The following are not covered:

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

(g) EMERGENCY OUT OF PROVINCE/COUNTRY MEDICAL COVERAGE

The benefit and maximum are outlined in the Benefit Highlights. The Plan will pay $200 per family per calendar year for the cost (premium) towards Emergency Out of Province/Country Medical Coverage.

(h) MEMBER AND FAMILY ASSISTANCE PROGRAM (MFAP)

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

The Member and Family Assistance Program (MFAP) provides confidential, professional counselling for a broad range of personal and family problems as well as a full suite of additional health and wellness tools and services. While the program can be used for crisis intervention, the ideal time to use the program is before problems escalate or become unmanageable.

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

What Services Are Available To Me?

Your MFAP offers you and your eligible dependents short-term counselling in person, by phone or through the Internet at: **www.homewoodhealth.ca**.

MEMBER AND FAMILY ASSISTANCE PROGRAM (Continued)

What Does My Program Offer?

Your MFAP covers short-term solution-focused counselling, in addition to assessment and referral when required, for a full spectrum of personal difficulties including, but not limited to:

- work-related stress
- separation/divorce/custody
- eating disorders
- psychological disorders
- anger management
- bereavement
- aging parents
- retirement planning
- relationship and family problems
- financial and legal difficulties
- alcohol and drug dependency
- gambling and other addictions
- difficulties with children
- sexual harassment and abuse
- child/elder care resources

Short-term solution-focused counselling service provides the appropriate number of hours of counselling, based on the issue and your needs. The counsellor shall provide support; assess the problem(s); teach coping skills and self-management techniques; and develop a response plan. You may request short-term counselling for an unlimited number of issues.

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

In addition to psychological counselling, you and your family members also have access to an array of other health and wellness services including:

- Child and Eldercare Locator Services
- Financial Counselling
- Online e-Learning Courses
- Health Risk Assessment
- Legal Advisory Service
- Nutritional Counselling
- Self-Help Information Library
- Caregiver Support

If, in the counsellor's discretion, short-term counseling is not appropriate for the issue, the counselor will provide you with a referral to the appropriate service agencies and/or institutions. This is a referral service only and does not include provision of or payment for such further services.

How Does My Program Work?

Call Homewood Health and they will assist you in setting up an appointment at a time and office location convenient to you.

A Homewood Health counsellor will work with you to address your specific concerns and help you develop efficient and practical solutions.

MEMBER AND FAMILY ASSISTANCE PROGRAM (Continued)

Is The MFAP Confidential?

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

No one who inquires about or receives services under this Plan will be identified to anyone without your written consent.

Who Do I Contact?

To arrange confidential service, call one of Homewood Health 24 X 7 toll free Client Service Centres at **1-800-663-1142 (English) or 1-866-398-9505 (French)**.

Another way to reach Homewood Health is through their website **www.homewoodhealth.com**. After logging in, scroll down the list of services under the Member Services section on the upper left hand corner of the page, select "Counselling" and complete and submit the convenient request information.

4. GENERAL EXCLUSIONS

The following expenses are not covered under the Welfare Plan:

(1) Treatment which is paid in whole or in part by a Provincial Government Plan (for example: Physicians' fees in excess of the amount covered by the Provincial Plan).

(2) Treatment received from a medical or dental department which is maintained by an employer, a mutual benefit association, labour union, trustee or similar type of group.

(3) Services or supplies received in respect of sickness or injury which is the result of war, declared or undeclared, or the result of engaging in a riot or a criminal act.

(4) Services and supplies received for cosmetic purposes, except in connection with an operation performed to correct deformities resulting from injury or congenital defects that interfere with function.

(5) Pregnancy tests, examinations, check-ups or certifications not performed as a consequence of existing symptoms of illness, examinations for the use of a third party.

(6) Charges by Physicians, Dentists or Pharmacists for completing forms or providing information.

(7) Examinations and tests performed for insurance, employment, drivers' licenses or educational purposes.

(8) Transportation costs to and from a hospital or other facility for therapy or treatment.

(9) Accommodation in a facility other than a Hospital or Convalescent Hospital.

5. COORDINATION OF BENEFITS

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

(1) A claim for your own expenses must first be submitted to the Elevator Welfare Plan.

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

(3) A claim for your dependent children's expenses must first be submitted to the plan of the parent having the earlier month and day of birth (e.g., if you were born in the month of January and your Spouse was born in the month of June, you would first claim against the Elevator Welfare Plan for the children's expenses).

(4) If there are any unpaid expenses under (1), (2) or (3) above, you may submit a claim to the second plan for the balance of the claim.

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

6. GENERAL INFORMATION

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

The laws of Canada require that if a provincial government medical plan pays any portion of the medical services or procedures, a private plan, such as the Welfare Plan, cannot cover any portion of the fee for such procedure or service. Accordingly, no portion of the fees for services and procedures provided by health care specialists, such as chiropractors or podiatrists, are covered by the Welfare Plan if your provincial government medical plan has paid for, or reimbursed you for any portion of that fee. Once the provincial government medical plan ceases to pay any portion of the fee, the Welfare Plan may pay such benefits as are provided under the provincial government medical plan up to the limits as set out.

7. PAY-DIRECT COVERAGE

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

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

The Trustees review this rate annually and adjust it to reflect an appropriate cost to provide the benefits. The monthly rate is subject to change and applicable taxes. The current rate is available on the Website (www.ceiwpp.ca), at Plan Administrator's Office, or online at MWAOnline: http://mwaonline.manionwilkins.com.

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

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

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

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

Pay-Direct Coverage (Continued)

FOR EXAMPLE:

If you are laid off in the month of April 2017 and remain available for work in the Industry, you will be entitled to Welfare Plan benefits, with the exception of Weekly Indemnity and Long Term Disability benefits, for the months of April 2017 to April 2018 at no additional cost.

In order to have your Welfare Plan benefits continue for the month of May 2018 and thereafter, you must remain available for work in the Industry. The Plan Administrator will advise you in advance that a self payment is required and Pay-Direct payment **must** reach the office of the Plan Administrator by the 20th of the month prior to the month of coverage in order to continue your benefit eligibility.

Cheques or money orders should be made payable to the:
"Canadian Elevator Industry Welfare Plan".

Online payment options are available for Pay-Direct payments. You can set up **"Manion Wilkins & Associates"** as a payee via online internet banking. You can also self-pay by debit card or credit card.

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

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

8. EXTENSION OF MAJOR MEDICAL AND DENTAL BENEFITS ON AN EMPLOYEE'S DEATH

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

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

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

9. EXTENSION OF MAJOR MEDICAL AND DENTAL BENEFITS IF SICK OR DISABLED

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

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

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

10. NO BREAK IN SERVICE ARRANGEMENT

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

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

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

11. DESIGNATION OF BENEFICIARY

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

12. BENEFITS PERTAINING TO PENSIONERS

(a) Eligibility of Pensioners for Welfare Plan Benefits After Retirement

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

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

(b) Welfare Plan Benefits After Retirement

If you retire from active employment in the Elevator Industry on or after you reach age 55 and you meet the requirement in (a) above, you and your dependents will be covered only for Major Medical and Dental benefits. These benefits will be the same as they were while you were an active Employee. Currently, if your monthly pension is less than $2,000 you will be required to contribute $95 per month, plus applicable taxes, towards the cost of these benefits. If your monthly pension is $2,000 or more you will be required to contribute $130 per month, plus applicable taxes, towards the cost of these benefits.

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

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

(c) Welfare Plan Benefits on Disability Retirement

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

(d) Employees Who Retire From Active Employment in the Elevator Industry and Do Not Qualify For Welfare Plan Benefits Under Paragraph (a) Above

If you have not completed 3 years of Continuous Service within the 10 year period immediately prior to retirement and a total of 20 years participation in the Plan at retirement, you will not qualify for Welfare Plan benefits, as explained in (a) above. However, even though you do not qualify under (a) above, if you are retiring from active employment in the Elevator Industry and are a participating member of the Plan at retirement, you may continue your coverage until your death for all benefits except Life Insurance, AD&D benefits, Weekly Indemnity benefits, and Long Term Disability benefits by contributing $120 per month, plus applicable taxes, if your monthly pension is less than $2,000. If your monthly pension is $2,000 or more you will be required to contribute $155 per month, plus applicable taxes, to continue your coverage until your death for all benefits except Life Insurance, AD&D benefits, Weekly Indemnity benefits and Long Term Disability benefits.

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

(e) Continuation of Welfare Plan Benefits After Retirement

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

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

If you are less than 65 years of age and decide to return to employment with any participating Employer or **any** entity which is related to, or affiliated with that participating Employer, whether in Covered Employment or employment which is not covered under a Collective Agreement within 6 months of the payment of the first instalment of your pension benefit, your retirement will be deemed not to be bona fide, your pension will be cancelled and you will not receive any further pension benefit payments while you remain in such employment.

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

13. TERMINATED FORMER EMPLOYEES

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

14. HOW TO SUBMIT CLAIMS

(a) Obtain the appropriate claim form from your Local Union Office or the Plan Administrator. Medical and dental claim forms can also be obtained online at MWAOnline: http://mwaonline.manionwilkins.com

(b) Complete the form in accordance with the instructions shown at the top of each form.

(c) **Medical and Dental Claims**

Direct Deposit for Claims Payments

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

To avoid any fees it is important that you receive your health and dental claims payments electronically with direct deposit into your bank account. To enroll in the service, access your online account at MWAOnline: http://mwaonline.manionwilkins.com and fill in the banking section under the “Update My Profile” menu item.

HOW TO SUBMIT CLAIMS – Medical and Dental Claims (Continued)

(i) Have your health care practitioner complete any statement required to support your claim. In the case of a dental claim the Dental Association procedure code must be given on the form in order for the claim to be processed. Dental claims without such codes will be returned to the member so the dental code can be obtained from the dentist.

(ii) Attach to your form, receipts for payment of the services or supplies provided.

(iii) Claims will be paid only for services rendered; no payment can be made towards planned treatment.

(iv) If your dentist accepts assignment of your benefits payable, you must sign the appropriate section of the Standard Dental Claim form. The Plan Administrator will then forward payment directly to your dentist.

(v) Claims must be submitted promptly, in any event, not later than December 31 of the year following the year in which expenses are incurred.

(vi) Pay-Direct Drug Card must be used for all prescription drug claims. **No prescription drug claims will be paid if the drug card is not used.**

(vii) Electronic Filing of Other Medical Claims by Emailing to **claims@manionwilkins.com** or by Facsimile to fax number: 416-234-2071. The same information as in a paper submission is required. If you are emailing your claims, please scan all the documents (signed claim form and receipts) and attach the scanned files to the email to the Plan Administrator. If you are submitting claims by facsimile, a signed claim form and copies of the receipts are to be faxed to the Plan Administrator at the fax number above. Please remember to save the original receipts for a minimum of one year as your claim may be selected for random audit.

(viii) Electronic Filing of Dental Claims

If your Dentist has access to Electronic Filing of Dental Claims, provide your Dentist with the plan number shown on your Benefit Card to verify that the Plan Administrator does accept electronic filing of dental claims.

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

(d) Disability Claims

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

(ii) For Long Term Disability benefits, all claims must be submitted to the Plan Administrator within 365 days after the total disability begins or within 30 days after the termination of this benefit, whichever is earlier.

Please ensure all parts of the claim form are fully completed and signed.

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

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

Manion Wilkins & Associates Ltd.
Claims Department
626 – 21 Four Seasons Place
Etobicoke, Ontario M9B 0A6
Contact Centre: 416-234-3511 or Toll-free 1-866-532-8999
Email: info@manionwilkins.com
Plan Administrator's Website: www.manionwilkins.com

Trust Fund Website: www.ceiwpp.ca

Major medical and dental claims can also be submitted online by email or by facsimile to the Plan Administrator:
Fax: 416-234-2071
Claims Email: claims@manionwilkins.com

15. TERMINATION OF WELFARE COVERAGE

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

16. FUTURE OF THE PLAN

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

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

The Boards of Trustees in their sole discretion have the authority to amend, suspend, delete, or terminate any benefit provided under the Welfare Plan, subject to applicable government regulations. Any particular benefit payable at any particular time does not guarantee that such benefit will be provided for any specific period of time. Any post-retirement benefits or benefits payable to disabled members may be amended, suspended, deleted, or terminated at any time by the Boards of Trustees in their sole discretion.

PENSION PLAN

1. RETIREMENT DATES

(a) Normal Retirement Age

Normal Retirement Age is age 65.

(b) Early Retirement

Early Retirement is permitted if you have attained age 55. However, if you have attained age 59 you may retire at any time without reduction to the amount of benefit standing to your credit, provided that you are retiring from active employment in the Elevator Industry, and have completed 20 years of continuous Credited Service immediately before retirement.

(c) Postponed Retirement

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

2. CREDITED SERVICE

The amount of your pension depends on your Credited Service which is determined as follows:

(a) Credited Past Service (service before October 1, 1962)

If you were eligible for employment within the terms of the Canadian Standard Agreement when the Plan was established and you were active on September 30, 1978, you receive credit for service from the date of your last initiation into the International Union of Elevator Constructors up to October 1, 1962.

(b) Credited Future Service (service after October 1, 1962)

You receive credit for each hour you work after October 1, 1962 for which contributions are made to the Plan on your behalf.

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

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

3. AMOUNT OF PENSION

(a) Normal Retirement or Postponed Retirement

If you retire on or after October 1, 2017, your annual pension payable will be made up as follows:

(i) $71.00 multiplied by your years of Credited Past Service, **plus**

(ii) $71.00 for each 100 hours of Credited Future Service.

(b) Early Retirement

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

(i) Unreduced Early Retirement Pension

If you retire at age 59 or later and after completing at least 20 years of continuous Credited Service in the Elevator Industry immediately before retirement, your **Unreduced Early Retirement Pension** will be equal to the annual pension earned to the date of retirement without reduction, provided the funding of the Plan is adequate to allow for this benefit.

(ii) Reduced Early Retirement Pension

If you retire after attaining age 55, but before age 59, and after completing at least 20 years of continuous Credited Service in the Elevator Industry immediately before retirement, your **Early Retirement Pension** will be the annual pension earned to your date of retirement reduced by 1/2 of 1% for each calendar month between your Early Retirement Date and age 59, provided you elect to receive an immediate pension. Similar to (i) above, the funding of the Plan must be adequate to allow for this benefit. If you elect to receive a deferred pension (payable at a later date), your **Early Retirement Pension** will be the annual pension earned to your date of retirement reduced by 1/2 of 1% for each calendar month between your Early Retirement Date and age 65.

If you retire after attaining age 55, but before age 65, and you have not completed at least 20 years of continuous Credited Service in the Elevator Industry immediately before retirement, your **Early Retirement Pension** will be the annual pension earned to your date of retirement reduced by 1/2 of 1% for each calendar month between your Early Retirement Date and age 65.

(c) Effect of Break in Service on Retirement

If you suffer a Break in Service (see Section 7), you must accumulate the required years of Credited Service from the date of your return to work in order to receive a pension based on the current formula.

4. PENSION BENEFITS AT OR AFTER DEATH OF A RETIRED MEMBER

If you retire on or after August 1, 1992 from active employment in the Elevator Industry and do not have a Spouse at the time of your retirement, and you die within the 10 year period after your retirement date, pension payments will continue on your death at 100% for the balance of the 10 year period to your designated beneficiary or estate.

If you retire on or after August 1, 1992 from active employment in the Elevator Industry and you have a Spouse at the time of your retirement, and you die within the 5 year period after your retirement date, pension payments will continue on your death at 100% for the balance of the 5 year period to your Spouse, or your designated beneficiary if your Spouse predeceases you. Thereafter, your Spouse at the time of your retirement will be entitled to receive a Survivor Pension for his or her lifetime equal to 66 2/3% of your retirement pension.

Alternatively, if you have a Spouse at the time of your retirement, you may elect to have your pension payments continue on your death at 100% for the balance of a 10 year period, after your retirement date, to your Spouse, or your designated beneficiary if your Spouse predeceases you. After the 10-year period, your Spouse at the time of your retirement will receive a Survivor Pension equal to 66 2/3% of your retirement pension. If you elect the 10 year guarantee, the initial amount of pension payable to you on retirement will be payable on a reduced basis.

5. ADDITIONAL SUPPLEMENTARY BENEFIT

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

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

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

6. APPLICATION FOR, AND PAYMENT OF, PENSIONS

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

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

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

7. BREAK IN SERVICE

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

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

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

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

(a) unemployment, provided that you have made yourself available for Covered Employment under the terms of the Collective Agreement;

(b) temporary total disability, provided that satisfactory medical evidence of your disability has been submitted to the Trustees;

(c) leave of absence which has been approved by your Employer, the International Union of Elevator Constructors and the Trustees (see No Break in Service below);

(d) service with the International Union of Elevator Constructors in an elected or appointed position;

(e) military service in the Armed Forces of Canada, subject to the following limitations:
   (i) military service is during a period of national emergency,
   (ii) you do not re-enlist after the time you would have been discharged,
   (iii) you apply for work in the Elevator Industry within 90 days after your discharge.

8. NO BREAK IN SERVICE ARRANGEMENT

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

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

9. DEATH BENEFITS BEFORE RETIREMENT

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

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

If you do not have a qualifying Spouse at the time of death, your designated beneficiary or estate will receive this lump sum amount.

In addition, if you die while actively employed in the Industry and after having completed five years of Credited Service, or while in receipt of a Disability Pension but before your Normal Retirement date under the Plan, each of your dependent children under 18 years of age will receive $100 per month commencing on the first day of the month following your death. This benefit will be paid to the child's legal guardian and will cease with his/her 18th birthday.

10. TERMINATION BENEFITS

You are entitled to termination benefits if you have a Break in Service. You may elect termination benefits if contributions have not been made on your behalf for 3 months or more.

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

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

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

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

If you are entitled to a deferred pension payable by the Plan, having previously terminated your employment in the Industry, and you die before you have applied to have your pension payments commence, your designated beneficiary or estate will receive a lump sum amount equal to the commuted value of your deferred vested pension accrued to the date of your death.

11. EMPLOYMENT OF A PENSIONER

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

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

If you are receiving a pension from the Plan and you return to work before age 65, but within 6 months of your retirement date, for any participating Employer prior to your retirement or for any employer related to or affiliated to any Employer, your retirement will be cancelled. No further pension payments will be made while you continue in this employment.

If your pension is cancelled because your retirement is not bona fide, you will be required to repay any pension benefit payments made to you.

12. DESIGNATION OF BENEFICIARY

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

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

You may name any person you wish as your beneficiary, including your Spouse, or you may designate your estate, to receive any benefits due under the Plan in the event of your death before retirement. You should ensure that your beneficiary designation is up to date. You may change your beneficiary at any time subject to legal restrictions by requesting the appropriate form from the Plan Administrator.

13. SECONDARY BENEFICIARY PRIOR TO RETIREMENT

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

14. CHANGING BENEFICIARY AFTER RETIREMENT

If you are retired and you wish to change your beneficiary, please contact the Plan Administrator. You may only change your beneficiary if the form of pension selected allows this. If you have a Spouse at retirement and you select a Joint and Survivorship pension with guarantee period, you can change your beneficiary. If both you and your Spouse at retirement die before the number of guaranteed payments have been made, the remaining monthly pension payments will be paid to your beneficiary.

15. GENERAL PROVISIONS

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

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

(a) Pension Trust Fund

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

(b) Members' Annual Pension Statements

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

(c) Small Pension

Your benefit is normally paid as a monthly pension when you retire. However, at the time you terminate your participation in the Plan, if your monthly pension is a "small" pension, the Trustees may pay you the commuted value of your pension in a lump sum instead of a monthly pension when you retire.

A "small" pension is a pension not exceeding 1/12 of 4% of the Yearly Maximum Pensionable Earnings (YMPE) on which your CPP/QPP contributions are based. In 2017, this amount is $184.33 per month. In addition, if the commuted value of a pension is less than 20% of the YMPE ($11,060 in 2017) the pension is considered to be a “small” pension.

(d) Assignment of Benefits

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

(e) Marriage Breakdown

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

(f) Future of the Plan

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

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

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

(g) Gender and Number

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

(h) Documents Considered As Proof of Age

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

- Immigration papers
- Citizenship papers
- Drivers' licence
- Marriage licence
- Passport

16. PENSION PLAN EXCLUDED FROM GROW-IN BENEFITS

The Pension Benefits Act of Ontario was amended in 2012 to require that grow-in benefits be provided upon termination of membership in a Pension Plan resulting from a termination of employment which occurs on or after July 1, 2012.

This change allows an eligible Pension Plan member to grow-in to certain benefits after termination of employment unless employment is terminated due to willful misconduct, disobedience or willful neglect of duty by the member that is not trivial and has not been condoned by the employer. To be eligible, the member's age plus years of continuous employment or membership in the plan at the date of termination must equal at least 55.

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

PENSION PLAN – Pension Plan excluded from grow-in benefit (Continued)

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

17. TERMINATION OF PENSION COVERAGE

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

18. GOVERNANCE OF PENSION PLAN AND PENSION FUND

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

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

PENSION PLAN – Governance of Pension Plan and Pension Fund (Continued)

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

(a) Governance Policy

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

(b) Delegation of Responsibilities

Advisors and Auditors

The Board has retained the services of a number of advisors to help fulfill its responsibilities. The Board meets with outside advisors, including lawyers, on any issue which may require clarification or independent opinion. The Board appoints an external auditor each year to review the accounts and to provide an opinion on the Fund's financial statements and meets with the auditor to review their findings. The auditor's report on the financial statements of the Fund is prepared within 180 days following the close of each fiscal year of the Fund and is filed with the regulators.

PENSION PLAN – Governance of Pension Plan and Pension Fund (Continued)

Actuary

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

Plan Administrator

The Trustees have delegated the administration of the Plan to a third party. The Plan administrator implements and follows the Board's approved policies regarding communications, control, administration and privacy.

Throughout the process, the Board oversees the administrator to ensure that the Plan is administered in compliance with all relevant Plan documents and policies and to ensure that all regulatory requirements are met.

Investment Managers and Custodian

The Trustees have established an investment strategy for the Pension Trust Fund which is documented in the Statement of Investment Policies and Procedures ("SIPP"). The Trustees have delegated the investment management of the assets of the Pension Fund to professional investment managers. The investment managers make the day-to-day investment decisions within the guidelines of the SIPP. Hence, as outlined in the SIPP, the Pension Plan assets are invested in a balanced and diversified portfolio designed to enhance investment returns while minimizing risk over the long term. The investment managers report to the Trustees on a quarterly basis on the investments held, the rates of return over various periods, and confirmation that the investments comply with the Trustees' directives or explain why they deviate and when and/or how they expect to comply.

The Trustees review the performance of the Pension Fund several times each year to determine if changes in strategy or investment managers are required. A custodian is also appointed to hold all the securities and exercise privileges relating to the securities for the Fund, make investments as directed by the investment managers or Trustees, and pay benefits and Plan and Fund expenses as directed by the Trustees or administrator.

PENSION PLAN – Governance of Pension Plan and Pension Fund (Continued)

(c) Oversight Role of the Board of Trustees

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

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

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

(d) Communications

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

IMPORTANT INFORMATION

ELECTRONIC SERVICES – MWAOnline

MWAOnline allows you at any time to…..

- View your benefit status, your claims history and your work history
- Access claim forms and coverage information
- Change your password
- Provide or update your email address
- Update your address and banking information
- Obtain a claims history report and a benefit confirmation history
- Access your Annual Personalized Benefit Statements – from 2013 onwards
- Access copies of the tax receipts produced by Manion and mailed to you annually will be available online – from 2014 onwards.

Call the Plan Administrator's Contact Centre at 1-866-532-8999 if you do not have or you have forgotten your username and/or password.

APPENDIX A

WELFARE PLAN - FORMS

- Member Information Card
- Member Information Change Form
- Claim Form for Major Medical, Prescription Drugs, and Vision Care Benefits
- Standard Dental Claim Form
- Weekly Indemnity Claim Forms
- Long Term Disability Forms
- Death Claim Form
- Pay Direct Contributions/Disability Notification

Note: Available on the Website (www.ceiwpp.ca), at Plan Administrator's Office, or online at MWAOnline: http://mwaonline.manionwilkins.com, or your Local Union Office.

APPENDIX B

PENSION PLAN - FORMS

- Member Information Card
- Request for Information
- Application for Pension Benefits
- Canadian Elevator Industry Retirement Form for Employees Less Than 65 Years of Age (Declaration and Acknowledgement Form)
- Retired Member Returning to Covered Work Age 65 or Older (Consent and Acknowledgement Form)
- Request For No Break In Service

Note: Available on the Website (www.ceiwpp.ca), at Plan Administrator's Office, or online at MWAOnline: http://mwaonline.manionwilkins.com, or your Local Union Office.