

**IRON WORKERS  
LOCAL 764**

**HEALTH & WELFARE  
and  
PENSION TRUST FUNDS**

**As of May 2012**

## **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. Manion, Wilkins & Associates Ltd. 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 to the Manion website 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.

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## LETTER FROM THE TRUSTEES

May 2012

Dear Plan Member:

The health and welfare benefits outlined in this booklet are provided to eligible active Members through the Iron Workers Local 764 Benefit Trust Fund. This Trust Fund receives employer and employee contributions in accordance with the Collective Agreements between the participating employers and the Union. This Trust Fund is controlled by a Board of Trustees consisting of representatives appointed by the Union and the Association.

The duties, responsibilities and authority of the Trustees are set forth in the Trust Agreement which established and governs this Trust Fund. To assist them in the management of this Fund the Trustees are authorized to appoint and remove independent lawyers, auditors, administrators, and other professionals, as may be necessary.

This booklet is an outline of the Welfare Benefits that are available to you and your eligible dependents. We suggest that you keep this booklet among your valuable papers for future reference. We also urge you to read this booklet thoroughly and review it with your family.

The Pension Plan is intended to provide retirement and other benefits to eligible members and their beneficiaries under the terms of the Plan. Your Pension Plan is intended to supplement the benefits provided under the Canada Pension and the Old Age Security Act.

We feel that your participation in this Plan will bring greater peace of mind and an increased feeling of security to you and your family.

Your benefits may be modified after the effective date of this booklet. You will receive written notification of any changes made to your benefit plans. The notification will supplement this booklet and should be kept with this booklet in a safe place.

Yours very truly,

### THE BOARD OF TRUSTEES

#### Union

Bill Cole  
Larry Hawco  
Fred Woodford  
Tom Woodford

#### Management

Ivan Butler  
Basil MacLean  
Craig Power  
Tom Skiffington

## IMPORTANT POINTS

Remember, this booklet gives an *overview* of your Plan coverages, telling you about the provisions of the Plans that are of greatest general interest. As a result, not all of the Plan details are included. **If you have any questions about the Plans, or if you would like to find out about any matter affecting your status in it, contact the Plan Administrator:**

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

**Contact Centre: 416-234-3511  
Toll Free: 1-866-532-8999  
Email: [info@manionwilkins.com](mailto:info@manionwilkins.com)  
Fax Number: 416-234-2071**

**Website: [www.manionwilkins.com](http://www.manionwilkins.com)  
MWAOnline: <http://mwaonline.manionwilkins.com>**

**Office Hours are:  
Mon – Fri: 8:30 a.m. - 5:00 p.m. (Eastern)**

**Contact Centre is open:  
Mon – Thurs: 7:30 a.m. - 7:30 p.m.,  
Fri: 7:30 a.m. - 5:00 p.m. (Eastern)**

***SUBMIT YOUR CLAIMS TO:*  
Manion, Wilkins & Associates Ltd.  
626 – 21 Four Seasons Place  
Etobicoke, Ontario M9B 0A6**

***FOR PENSION INFORMATION CONTACT:*  
Pension Department  
222 Rowntree Dairy Road, 3<sup>rd</sup> Floor  
Woodbridge, Ontario L4L 9T2  
416-234-3511 or Toll Free: 1-866-532-8999  
Fax: 905-264-6344**

## ELECTRONIC SERVICES - MWAONLINE

The Board of Trustees in conjunction with your plan administrator has offered you access to MWAOnline, a web service where you are able to consult your personal file with the administrator at any time via the internet.

Through MWAOnline you may:

- Access your policy information and view your benefit coverage under the benefit plan
- Access your claims history and view the status of the claims submitted for you and your dependents
- Access your work history and view the contributions submitted by your contributing employers
- Access your personal record and view your dependent information, beneficiary and contact information
- Update your email address, change your password for security purposes and set your password hint
- Access your claims forms, benefits booklet, brochures and print them for your convenience
- Minimize out-of-pocket expenses and manage your claims and appointments by referring to your maximum reports before incurring the expenses.

As a new member you are eligible to access this web service when you first meet the initial requirements of the welfare plan. A user id and password and detailed instructions on accessing this site will be sent to you in your new member package.

For more details, contact your administrator and access your account today.

## SELF FUNDED PLAN/POLICIES/ REGISTRATION NUMBERS

<b>Health &amp; Welfare Plan</b>	-	Life Insurance and Accidental Death & Dismemberment Insurance are underwritten by The Manufacturers Life Insurance Company – Policy No. 4293
	-	Health and Dental Benefits are Self Funded - Plan No. 00380000
<b>Pension Plan</b>	-	Canada Revenue Agency - Registration # 0422402 Newfoundland and Labrador – Registration # 075280



## 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 Plans. This includes all of the information concerning your enrolment, your benefits and your claims.

The purpose of this file is to permit us to administer your benefits under the Plans. 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, if applicable

Your file will be kept in the offices of the Plan Administrator. Your personal information is used within our company 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 us 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.

## MEMBER INFORMATION CARDS/ CHANGE OF MEMBER INFORMATION

When you become a member of the Iron Workers Local 764 Health & Welfare and Pension Benefit Plans, it is very important that you complete a Member Information Card for both the Health & Welfare Plan and the Pension Plan.

The completed cards serve several important purposes. The Union's signature confirms an individual is a member of the Union. In addition, the cards provide the Plan Administrator with the personal data and beneficiary information required to administer a member's benefits within the guidelines of the Iron Workers Local 764 Welfare and/or Pension Plans.

You must complete a new Member Information Card if you wish to reflect a change in marital status, change in beneficiary or addition of new dependents. Send them to the Plan Administrator

## WELFARE BENEFITS

## SUMMARY OF BENEFITS

Following is a summary of all of your Welfare Plan coverages. The remainder of the booklet provides further details.

	<b>Benefit Coverage</b>
<b>Member Life Insurance Benefit</b>	<b>Eligible active ("in-benefit") Members:</b> \$50,000
<b>Member Accidental Death &amp; Dismemberment Benefit</b>	<b>Eligible active ("in-benefit") Members:</b> \$50,000
<b>Health Care Benefits - per covered person</b>	<p><b>Eligible active ("in-benefit") Members and their Dependents</b></p> <p><b>Overall Calendar Year Maximum: \$5,000</b></p> <p><b>Deductible: Nil</b></p> <p><b>Percentage Payable: 80%</b></p> <p><b>Maximum Drug Benefit per calendar year for Viagra: \$500</b></p> <p><b>Health Practitioners' Benefit Maximum:</b> Chiropractor, Osteopath, Naturopath, Podiatrist, Chiropodist, Physiotherapist, Registered Psychologist, Speech Therapist or Registered Massage Therapist: An overall maximum of \$500 per calendar year for all practitioners combined; and overall X-ray allowance of \$25 per calendar year</p>

	<b>Benefit Coverage (per covered person)</b>
<b>Health Care Benefits (continued)</b>	<p><b>Vision Care Benefit Maximum:</b> Lenses and Frames or Contact Lenses: \$250 in any 24-month period (includes eye examinations) Laser eye surgery - \$3,000 per lifetime</p> <p><b>Hearing Care Benefit Maximum (in any 24-month period):</b> \$250</p> <p><b>Foot Care Benefit Maximum:</b> Orthopedic Shoes (per calendar year): \$300 Arch Supports, Molds, or other Orthotic Devices (every 2 calendar years, or per calendar year if under age 18): \$200</p>
<b>Dental Care Benefits - per covered person</b>	<p><b>Eligible active ("in-benefit") Members and their Dependents</b></p> <p><b>Deductible:</b> Nil</p> <p><b>Fee Guide:</b> 2010 Dental Association Fee Guide for General Practitioners of the Province of Newfoundland</p> <p><b>Percentage Payable:</b> Routine Care: 80% Major Dental Services: 50%</p> <p><b>Combined Routine Care and Major Services Maximum:</b> \$2,000 per calendar year</p>

## DEFINITIONS

**Union** means the International Association of Bridge Structural and Ornamental Iron Workers Local Union 764.

**Fund** means the Iron Workers Local 764 Benefit Trust Fund.

**Employer** means any employer who is required to contribute to the Fund for the provisions of coverage for Union members according to the labour contract or agreement with the Union.

**Active Member** means an individual who is -

- a member of the Union who is employed by an Employer in a job class covered by a labour contract or agreement with the Union; and
- working or available for work on the date benefit coverage commences; and
- "in-benefit" for Welfare Benefits.

"In-benefit" means the member has satisfied all of the eligibility requirements applicable under the Welfare Plan and is therefore eligible for coverage under this Benefit Plan.

**Member also means a retired member** who retires prior to age 65 and who is in receipt of a monthly pension from the Union, but such member shall be deemed to be an active member with the same benefits as active members (except the Disability Provision of the Member Life Insurance Benefit), until there are less than the required number of credited hours in the member's Hour Bank Account, or until the member reaches age 65, if earlier.

**Hour Bank Account** means the account for each member that the Plan Administrator keeps to record any hour that is earned by a member for which an Employer is required to make a contribution to the Fund according to a labour contract or agreement with the Union.

**Dependent** means a spouse or unmarried child under age 21 years (25 years, if regularly attending school) and solely dependent upon the member for support.

**Spouse** means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person living with the member will be deemed to be the member's spouse, if such person is publicly represented as the member's spouse.

**Child** means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the member for support and lives with the Member in a regular parent-child relationship.

## GENERAL PROVISIONS

### ELIGIBILITY

#### Welfare Plan Hour Bank Account

An account, called an Hour Bank Account, is kept by the Plan Administrator for each member which shows the hours reported monthly on the Member's behalf.

#### New Members

A new member (and his or her eligible dependents) will become eligible for benefit coverage (also known as "in-benefit") under the Benefit Plan on the first day of the second month after which the member acquires at least 450 credited hours in his or her Hour Bank Account.

#### All Members

A member (and his or her dependents) will not be eligible for any benefit coverage unless he/she is a member in good standing with the International Association of Bridge Structural and Ornamental Iron Workers Local Union 764 and such member has completed an enrolment card and is performing work within the jurisdiction of the Union; or a retired member, certified as such by the Union.

All members must be at work or available for work on the date benefit coverage commences, or when there is a future change in benefits. Should the member not be working or available for work on the day his/her benefits coverage would ordinarily start (or change), the benefits coverage for the member and his/her dependents will be delayed until the member returns to work or is available for work and the member's applicable monthly deduction is being made.

***Example For New Member Who Starts Working In January and is Initiated into the Union in May:***

<b>Work Month</b>	<b>Month Paid</b>	<b>Hours Credited</b>	<b>Monthly Deduction</b>	<b>Hour Bank Account Balance</b>	<b>Benefit Coverage Month</b>
January	February	160	-	160	-
February	March	165	-	325	-
March	April	145	150	320	May
April	May	170	150	340	June
May	June	200	150	390	July
June	July	178	150	418	August
July	August	220	150	488	September
August	September	150	150	488	October
September	October	90	150	428	November
October	November	0	150	278	December
November	December	70	150	198	January
December	January	152	150	200	February

**Ongoing Eligibility**

Once you become eligible, additional hours reported will be credited to your Hour Bank Account, and each month 150 hours will be deducted from your Hour Bank Account for coverage. You may accumulate up to a maximum of 1800 hours that will provide 12 months of coverage after you have stopped working. Amounts in excess of the maximum are credited to the general reserve of the Trust Fund.

**Self-Payments**

If, on the last day of any month you do not have at least 150 credited hours, you may elect to purchase the number needed by making the required contributions for them to the Fund, to continue coverage for all benefits. Such election may not be made more than 12 consecutive times. If you retire prior to age 65, this is a one-time option that must be elected at the time there is less than 150 credited hours in your Hour Bank Account.

### **Reinstatement**

If your coverage terminates because of not enough credited hours you will be eligible for reinstatement of coverage on the first day of the second month following the date you acquire at least 150 credited hours.

Your coverage will become effective on the date you become eligible.

### **Continuation Of Health Care And Dental Care Benefits For Incapacitated Children**

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Plan Administrator within 31 days after such date that such Child:

- is functionally impaired and incapable of self-sustaining employment;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to the Plan Administrator, as required, but not more often than once a year.

### **On Transfer To Or From Another Local Union/Welfare Plan**

The Trustees want to protect your Welfare Fund benefits and contributions if you transfer to an Iron Workers Union not covered by this Plan. To do this, the Trustees have signed Reciprocal Agreements with the Trustees of other Welfare Funds. These Reciprocal Agreements provide for the transfer of welfare monies from one fund to another if you transfer between Locals.

If you are working temporarily in the jurisdiction of another local covered by a fund with which the Trustees have a Reciprocal Agreement, your welfare contributions for hours earned can be transferred to your "account" in this Plan. To have this money transferred you must complete a Reciprocal Transfer Form or equivalent at your Union office when you first start to work in the area.

If you transfer permanently to another local covered by a fund with which the Trustees have a Reciprocal Agreement, you must fill in a Reciprocal Transfer Form at your new Local Union office.



### **Termination Of Coverage**

Coverage for you and your dependents will terminate on the earliest of:

- the end of the month in which there is less than the required number of credited hours in your Hour Bank Account, provided you did not exercise the self-pay option;
- the date you are no longer a member in good standing with the Union;
- the date premium payments for you cease; and
- the date this contract is discontinued.

Coverage for your dependent will terminate on the date such dependent ceases to be eligible.

### **Benefits Available Upon Your Retirement**

Upon retirement, the following benefits\* are available to you (and your dependents):

	<b>Description</b>	<b>Payment Method</b>	<b>Benefits</b>
a	While running out the balance in your Hour Bank Account	Monthly deductions from your Hour Bank Account to pay for your coverage	Member Life Insurance, Member AD&D, Health Care and Dental Care Benefits
b	Immediately after the balance in your Hour Bank Account is depleted	You may make self-payments for a maximum of 12 months to pay for coverage ( <i>one time option only</i> )	Health Care and Dental Care Benefits; these benefits terminate when you reach age 65
c	Immediately after self-pay maximum is reached (provided you are under age 65)	No cost to you – benefits are subsidized by the Trust Fund	Drugs and Vision Care benefits only; these benefits terminate when you reach age 65

\*To qualify, members must be under age 65 and in-benefit at the time of their retirement.

**Note:**

If you are retired and you return to work, provided you accumulate 150 hours, you will be eligible for the Health Care and Dental Care Benefits shown in the Summary of Benefits.

### **Continuation Of Health Care And Dental Care Benefits After Your Death**

Your dependents who are covered under this Plan at the time of your death will continue to be covered while premium payments for such coverage are continued, but not beyond the earliest of:

- the date such dependents cease to be eligible;
- the date your spouse remarries (children will continue to be covered);
- the end of the month in which there is less than the required number of hours in your Hour Bank Account; and
- the date coverage for your dependents terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).

## **OTHER IMPORTANT INFORMATION**

### **Tax On Benefits**

The portion of the contribution representing the cost of your Life Insurance is taxable. The required tax receipt will be issued to you each year before tax time, so you can include this amount in your taxable income.

Note: Life Insurance premiums are not taxable for months in which you self-pay.

Health expenses that have been reimbursed to you by this Plan cannot be claimed as deductible expenses when filing your income tax return.

## **COORDINATION OF BENEFITS**

### **(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment of 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that covers the person as:

- other than a dependent pays before the plan that covered such person as a dependent; or
- a dependent child of the parent, covered as a member or member, whose birthday occurs first during the calendar year pays first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, the Plan Administrator may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or
- pay to or recover from any other person, corporation or organization any excess payment; any payment so made will be deemed to be benefits paid and, to the extent of such payments, will fully discharge the Plan Administrator from all liability under this Plan.

Allowable expense means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

## MEMBER LIFE INSURANCE BENEFIT

### **Death Provision**

If you die while insured, your Member Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Your amount of Member Life Insurance Benefit is shown in the Summary of Benefits.

### **Disability Provision (For Active Members Only)**

If you:

- become Totally and Permanently Disabled while insured;
- continue to be so disabled for the next 6 months; and
- are under age 65;

the Member Life Insurance for which you were insured at the time you became so disabled will continue while you are so disabled, but not beyond your 65<sup>th</sup> birthday, subject to any reduction or termination indicated in the Summary of Benefits due to a change in class. You must submit proof satisfactory to Manulife Financial within 12 months of the date you cease active work, that you are so disabled. From then on proof satisfactory to the Insurance Company must be submitted, as required, that you are still so disabled.

Totally and Permanently Disabled means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become fitted by education, training or experience.

### **Conversion Privilege**

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

For more information on the conversion privilege, please contact the Plan Administrator. Provincial differences may exist.

### **Extension Of Benefit**

If you are insured and die within 31 days of the date your Member Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this Plan even if you did not apply for conversion.

## MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If you sustain an accidental bodily injury while insured and if an insured loss occurs as a direct result and within 1 year, of the accident, the amount shown in the Table of Benefits will be paid to you, if living, otherwise to your named beneficiary(ies), if living, or to your estate.

Your amount of Member Accidental Death and Dismemberment Benefit is shown in the Summary of Benefits.

### Table Of Benefits

<b>For Loss of</b>	<b>Percentage of Amount Insured</b>
Life.....	100%
Both hands or both feet.....	100%
Both arms or both legs.....	100%
Sight of both eyes.....	100%
Sight of one eye.....	66 2/3%
Speech, or hearing of both ears.....	50%
Thumb and index finger, or 4 fingers, of one hand.....	33 1/3%
5 toes of one foot.....	12 1/2%

### **For Loss of, or Loss of Use of**

Arm or leg.....	75%
Hand or foot.....	66 2/3%

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

Not more than 100% will be paid for all losses sustained in any one accident.

Loss of an arm or leg means severance at or above the elbow or knee joint; loss of a hand or foot means severance at or above the wrist or ankle joint; loss of a thumb, finger or toe means severance of the entire digit; loss of sight, speech, hearing or loss of use means loss that is total, cannot be recovered, lasts at least 1 year and is deemed to be permanent.

### **Exposure And Disappearance**

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

If you disappear, as a direct result of an accidental disappearance, wrecking or sinking of the conveyance in which you are an occupant, accidental death will be deemed to have occurred, provided, there is no evidence within 1 year thereafter that you are still alive.

### **Limitations**

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

- illness or disease of any kind;
- infection, unless the result of an accidental wound;
- medical or surgical treatment of other than an accidental injury;
- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane; or
- your commission of, or attempt to commit, an assault or a criminal offence.

## HEALTH CARE BENEFITS

### **Percentage Payable**

This is the part of Covered Charges that the Plan pays. The Percentage Payable is shown in the Summary of Benefits.

The Percentage Payable and all Limits and Benefit Maximums are shown in the Summary of Benefits.

### **Covered Charges**

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy, up to the Overall Calendar Year Maximum shown in the Summary of Benefits.

Reasonable and customary charges mean charges made by the provider of health care, services or supplies that do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals.

#### **1. Ambulance**

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air ambulance service subject to prior approval of the Plan Administrator, to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent/rehabilitation hospital.

#### **2. Out-Of-Hospital Nursing**

Charges for home nursing care by a registered nurse (R.N.), registered nursing assistance (R.N.A.), registered practical nurse (R.P.N.), licensed practical nurse (L.P.N.) who:

- is not member of your family; and

- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N., R.N.A., R.P.N. or L.P.N.

**3. Health Practitioners**

Charges, including x-ray charges, up to the Benefit Maximum shown in the Summary of Benefits, by a practitioner who is registered and legally practising within the scope of his or her license as:

- a chiropractor, osteopath, naturopath, podiatrist, chiropodist, registered psychologist, physiotherapist, speech therapist or registered massage therapist

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

**4. Dental Care For Accidental Injury**

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

**5. Diagnostic Laboratory And X-Ray Charges (not covered by a provincial health plan)**

**6. Drugs**

Charges for drugs and medicines which are medically necessary for the treatment of an illness or injury. Such drugs and medicines must be obtainable 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. Oral contraceptives and diabetic test strips are also covered. Viagra is covered up to the Benefit Maximum.

**7. Durable Medical Equipment And Supplies**

Charges for supplies and the rental of, or at the Plan Administrator's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:



- hospital-type beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses, such as artificial limbs and eyes, including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- contact lenses or glasses following cataract surgery (limited to 1 pair per lifetime);
- kidney dialysis equipment;
- splints, casts, catheters, and hypodermic needles; and
- elastic support stockings only when recommended by a licensed doctor (M.D) or podiatrist, up to a maximum of 2 pairs per calendar year, provided they 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;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

- heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

Before incurring any major expenses you should submit details to the Plan Administrator to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

#### 8. Vision Care

Charges for lenses and frames, or contact lenses, or laser eye surgery, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximums shown in the Summary of Benefits. No amount will be paid for safety or sunglasses, anti-reflective coatings, or for tints other than No. 1 or No. 2.

Charges are included for eye examinations, including refractions, when performed by a practitioner who is registered and legally practising within the scope of his or her license as an ophthalmologist or optometrist, but only when covered under the Provincial Health Plan.

9. **Hearing Care**

Charges, for hearing aids, excluding batteries, when provided by a certified, clinical audiologist, up to the Benefit Maximum shown in the Summary of Benefits.

10. **Foot Care**

Charges, up to the Benefit Maximum shown in the Summary of Benefits, for orthopedic shoes, arch supports, molds or other orthotic devices, but not for sports.

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.

**IMPORTANT NOTE:**

**To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.**

**Limitations**

No amount will be paid for care, services or supplies:

- if payment is prohibited by law or by the provisions of this Plan;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or (civil commotion);
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

### **Extension Of Benefits**

If a covered person is Totally Disabled on the date coverage under these benefits terminate, entitlement to benefits will be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

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

Totally Disabled means:

- for a member, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

### **Important Note Re: Spousal And Dependent Coverage**

If your Spouse has coverage under another plan, your Spouse's claims must be submitted to the other plan first. In other words, your Spouse's plan is the "first-payor" of your Spouse's claims. This Plan is the "first-payor" of your claims.

The "first-payor" for your dependent children depends on the calendar month in which you and your Spouse were born. The benefit plan for the Spouse whose birth month occurs first in the year is "first-payor" of claims on behalf of your dependent children. For example, if you were born in January and your Spouse was born in October, your Plan would be "first-payor" of claims on behalf of your dependent children.

Benefits may be coordinated with your Spouse's plan for amounts not covered by the "first-payor" in accordance with the Coordination of Benefits Provision of the policy. Refer to the Coordination of Benefits section for further details. In addition, if both you and your Spouse are Members of this Plan and family premiums are being paid for both of you, benefits will be coordinated within this Plan.

**Important Note If You (Or Your Spouse) Are Over Age 65**

Certain residents over age 65 may be covered under the provincial drug benefit plan. Before you submit any drug expenses under this Plan please contact your local office of Health and Welfare Canada to find out what, if any, provincial drug benefits are available to you and your Spouse. Note: Any medications that are not covered by the provincial plan may be submitted to this Plan for consideration.

## DENTAL CARE BENEFITS

### **Percentage Payable**

This is the part of Covered Charges that the Plan pays. The Percentage Payable is shown in the Summary of Benefits.

The Percentage Payable, Fee Guide and Benefit Maximums are shown in the Summary of Benefits.

### **Covered Charges**

Includes reasonable and customary charges up to the amount shown in the Fee Guide for charges received for dental care, services or supplies as described below, and received while the person is covered, for either a disease or injury that is non-occupational.

Reasonable and customary charges mean charges made by the provider of health care, services or supplies that do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals.

### **Routine Care**

Charges up to the Benefit Maximum shown in the Summary of Benefits for:

- oral exams, including cleaning of teeth and bitewing x-rays, but not more than once every 6 months;
- scaling and root planning (limited to 10 units per calendar year for all procedures combined, however children under 13 years of age are limited to 1 unit every 6 months for all procedures combined);
- occlusal equilibration (limited to 8 units per calendar year);
- topical applications of sodium or stannous fluoride (where such application is necessary for the maintenance of sound dental health), but not more than once every 6 months;
- dental x-rays;
- fillings (but not gold);

- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;
- prefabricated full coverage restorations for primary teeth;
- repairs or relining of dentures, or recementing of crowns, inlays, onlays or bridges;
- occlusal guards in connection with periodontal treatment of bruxism;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

#### **MAJOR DENTAL SERVICES (Crowns, Bridges and Dentures)**

##### **1. Removable Prosthetic Devices**

- a) The initial installation of partial or full dentures, subject to the pre-existing condition limitations on teeth missing, extracted or fractured prior to the effective date.
- b) Replacement of existing dentures is not covered except if:
  - (i) The replacement is required because of extraction, loss or fracture of one or more sound natural teeth after the individual became covered under this plan, or
  - (ii) The replacement is more than 12 months after the individual became covered under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

Note: This 5 year replacement rule may be waived if the Insurer is provided with sufficient evidence from the dentist to support an earlier replacement.
- c) Replacement of lost or stolen dentures, the duplication and personalization or characterization of dentures is not covered.

2. **Extensive Restorative Dentistry:** Those procedures, including inlays, onlays and crowns, used to restore the natural teeth to their normal functions where the tooth, as a result of extensive caries or fracture, cannot be restored with a filling. When a tooth can be restored with amalgam or composite restorations, benefits will be determined based on the usual costs of such a restoration.

3. **Fixed Prosthetic Devices:**

- a) The initial installation of fixed prosthetic devices subject to the limitations on teeth missing, extracted or fractured prior to the effective date.
- b) Recementing and replacement of the facing or veneer of the fixed prosthetic device.
- c) The replacement of existing fixed prosthetic devices is not covered except if:
  - (i) The replacement is required because of extraction, loss or fracture of one or more sound natural teeth after the individual became covered under this Plan; or
  - (ii) The replacement is more than 12 months after the individual became covered under this coverage, and the existing fixed prosthetic device is at least 5 years old and no longer serviceable.

**Other Dental Practitioners**

Dental Care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

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

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the province where the charges are incurred; and
- the Fee Guide for dentists shown in the Summary of Benefits..

### **Alternative Services**

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

### **Pre-Determination Of Benefits**

If charges for a planned course of treatment by a licensed dentist would exceed \$300, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

**Course of Treatment** means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

### **Limitations**

No amount will be paid for charges for:

- dental care which is cosmetic;
- white fillings on molars;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of this coverage, there would be no charge;
- prefabricated full coverage restorations on permanent teeth;
- oral hygiene instruction or nutritional counselling;
- protective athletic appliances;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of lost or stolen appliance; or
- orthodontic treatment or correction of malocclusion.



## CLAIMS PROVISIONS

Claim forms are available from the Plan Administrator or your Local Union Office. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to the Plan Administrator.

**NOTE: REFER TO THE 'IMPORTANT POINTS' SECTION AT THE BEGINNING OF THIS BOOKLET FOR FURTHER INFORMATION REGARDING SUBMITTING YOUR CLAIMS**

### Health Benefits

Submit claims for Health Benefits (paramedicals, vision care, etc.) as soon as you have incurred the expenses. Your expenses should be listed on the "Health Claim" form (attach the original receipts and statements).

***You must submit your claims within 18 months of incurring the health expense. Mail your claims to the Plan Administrator.***

### Dental Benefits

#### *Option 1 – Electronic Filing*

Electronic Filing of Dental Claims allows your Dental Office to submit dental claims for you and your family electronically to the Plan Administrator for payment. This eliminates the need for mailing dental claims and speeds up reimbursement of eligible expenses.

Tell your Dentist that your Plan accepts claims electronically. If your Dentist has access to this service, show your Dentist your Certificate Card which notes the policy number needed to verify that the Plan Administrator does accept electronic filing of dental claims.

#### *Option 2 – Paper Filing*

When you know that you or your dependents are going to visit the dentist you should obtain a Dental Claim form from either the Union Office or the Plan Administrator. Otherwise the standard dental claim forms available from your Dentist are acceptable.

Please have the Dentist's office complete the claim form. Make sure the claim form is fully completed (see the steps to take at the beginning of this section) and submit it to the Plan Administrator.

*Claims must be received by the Plan Administrator no later than 18 months following the date of treatment. Your claim will be paid to you on receipt of your claim (or to your dentist, if you completed the assignment portion on the claim form).*

### **Beneficiary**

For member death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at Manion, Wilkins & Associates Ltd. to take effect as of the date such request was executed.

### **Proof Of Loss**

Written proof stating the occurrence, character and extent of loss must be submitted to Manulife Financial within:

- 6 months after the date of death under the Death Provision of Life Insurance Benefits;
- 6 months after the date of loss for Accidental Death and Dismemberment Benefits; and
- 12 months after the date the member ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits.

Legal action to recover benefits under this Plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Manulife Financial has the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.

### **DISCLAIMER**

The Trustees have the authority to determine the nature, amount and duration of benefits to be provided through this Plan. Decisions made by the Trustees regarding changes to the Benefits provided will be made with the intent of ensuring that the Trust Fund remains in a "healthy position" without "excessive assets."

Please note that any particular benefit that is provided at a particular time cannot be guaranteed for any specific period of time unless required by legislation. The Trustees reserve the right to amend, suspend, delete or terminate any benefit at any time as in their discretion they deem appropriate.

This booklet is not an Insurance Policy or the Trust Agreement and does not grant or confer any contractual rights. All rights under this Benefits Plan shall be governed by the provisions of the Master Policy issued by The Manufacturers Life Insurance Company or the Trust Agreement established by the Board of Trustees, and by applicable laws.

# PENSION PLAN

## INTRODUCTION

Contributions to the Plan began February 1, 1981 with benefits first being payable February 1, 1982.

This is a defined benefit pension plan, which provides for monthly pensions to eligible members at their retirement. **This is not a Registered Retirement Savings Plan (RRSP).**

The Plan has been registered with the Canada Revenue Agency under number 0422402 and registered under number 075280 under the Pension Benefits Act (Newfoundland and Labrador) and is subject to the rules and regulations that these authorities may prescribe. Within these limits, however, the Trustees are permitted to amend the Plan in any respect.

The Plan is subject to an annual audit by an independent, accredited chartered accountant.

This description does not constitute an official document or a complete statement of the Plan's provisions. The official Plan Text governs all terms, conditions and provisions and all decisions of the Trustees under the authority of the Plan's Trust Agreement are final.

## CONTRIBUTIONS TO THE PENSION FUND

The Pension Fund provides income to retired members. To make this possible, employers contribute to the Fund as negotiated between the Union and the Association, on behalf of the actively-working members. The Plan Administrator keeps a record of all contributions paid on behalf of each member, and the balance of the contributions in each member's account determines his or her monthly pension at retirement. In order to ensure that his or her account is correct, each member is sent a statement after the end of each pension year, usually during the summer. This statement shows what was contributed during the year just ended, who made the contributions and when. The statement also shows the member's accumulated pension benefits. If any error is detected in this statement, it should be reported at once to the Plan Administrator.

A member is not required to contribute to the Plan, but may do so if:

- he or she has met the minimum vesting requirements
- he or she is not yet age 65
- he or she is not receiving a pension

The member may contribute the lesser of 25% of the employer contributions made on his or her behalf for the Plan year, and the difference between 1,500 and the number of hours actually contributed by the employer multiplied by the contribution rate currently in effect for the employer. All personal contributions must be made by February 28 of the next year. These contributions are identified in the Plan as Voluntary Contributions.

The member should contact the Plan Administrator to find out the exact amount he or she can contribute.

## **RETIREMENT AGES**

A member may retire on or after age 55, but only if his or her benefits are vested as stated in the section entitled "If A Member Leaves The Trade (P-6) and he or she is no longer employed anywhere within the Iron Workers' industry. However, the normal retirement age is 65. A member can continue working after age 65, but his or her pension cannot start any later than December 1 of the year in which he or she attains age 71.

## **NORMAL RETIREMENT BENEFITS**

The normal monthly retirement pension payable to a member at age 65 is:

- 3.0% of contributions (including Voluntary Contributions), received on his or her behalf from February 1, 1981 to December 31, 2007;

PLUS

- 2.0% of contributions (including Voluntary Contributions) received on his or her behalf on or after January 1, 2008;

PLUS

- \$3.00 for each year of continuous Union membership from his or her initiation or last reinitiation before February 1, 1981.

### *Example 1*

Assuming:

- You are 65 when you retire on January 1, 2010
- You joined the Union on February 1, 1975
- You worked 1,500 hours each year for which your employer(s) contributed to the Plan

- Contributions made to the Plan on your behalf from February 1, 1981 to December 31, 2007 totalled \$84,093
- Contributions made to the Plan on your behalf from January 1, 2008 to December 31, 2009 totalled \$15,000

**The monthly pension from this Plan would be:**

(1) For service before February 1, 1981	
6 years @ \$3.00 per year .....	\$ 18.00
(2) From February 1, 1981 to December 31, 2007	
\$84,093 x 3% .....	\$2,522.79
(3) From January 1, 2008 to December 31, 2009	
\$15,000 x 2% .....	\$ 300.00
<b>Total Monthly Pension Payable at Age 65.....</b>	<b>\$2,840.79</b>

*Example 2*

Assuming:

- You are 65 when you retire on January 1, 2027
- You became a member of the Plan on March 1, 1985
- You worked 1,200 hours each year for which contributions were made to the Plan
- Contributions made to the Plan on your behalf from March 1, 1985 to December 31, 2007 totalled \$64,825
- Contributions made to the Plan on your behalf from January 1, 2008 to December 31, 2026 totalled \$114,000
- The benefit level and contribution rate remain at the current level to the end of 2026

**The monthly pension from this Plan would be:**

(1) For service from March 1, 1985 to December 31, 2007	
\$64,825 x 3% .....	\$1,944.75
(2) From January 1, 2008 to December 31, 2026	
\$114,000 x 2% .....	\$2,280.00
<b>Total Monthly Pension Payable at Age 65.....</b>	<b>\$4,224.75</b>

Pensions are payable monthly to the member as long as he or she is living. Pension payments cease when the member dies.

## **EARLY RETIREMENT BENEFITS**

For members who retire before age 65, benefits are calculated exactly the same as benefits payable on the normal retirement date, but are reduced to an equal value for early retirement, prior to age 65, because the benefits are starting earlier than expected.

The pensions will be payable immediately at the respective early retirement ages. No reduction will be applied if payment is deferred to age 65, the normal retirement age.

Pensions are payable monthly to the member as long as he or she is living. Pension payments cease when the member dies.

## **NORMAL FORM OF PENSION PAYMENT**

The normal form of pension payable at the member's date of retirement is a pension payable monthly as long as the member is living and ceasing on the member's death.

However, if a member has a spouse at retirement, the pension is payable in the form of a Joint and Survivor pension which reduces to 60% on the member's death, the spouse, if surviving, will receive 60% of the amount, which was being paid to the member, for his or her lifetime. The pension under this form shall be of equal value to the pension payable in the normal form.

## **OPTIONS AT RETIREMENT**

Pensions are payable in the forms as previously described unless the member elects in writing to receive his or her pension in another form. If the member has a spouse at retirement, the spouse must waive his or her right to the 60% survivor pension before the member may elect to receive his or her pension in another form. The spouse's waiver must be on a prescribed form and must be filed with the Administrator within the 12-month period before the member's retirement. In each case the amount of the monthly pension will be adjusted, depending on the form selected, so that the value of benefits remains unchanged. A member may select one of the following other forms of pension.

1. A smaller pension payable during the member's lifetime and guaranteed for 60 months (5 years); or
2. A smaller pension payable during the member's lifetime and guaranteed for 120 months (10 years); or

3. A smaller pension payable during the member's lifetime and guaranteed for 180 months (15 years); or
4. A pension payable to the member while the member is living and, after his or her death, to his or her spouse for his or her lifetime. The pension payable to the spouse may be the same as the member was receiving or may reduce to 50%; or
5. If the member retires early, a pension which considers his or her Old Age Security and Canada Pension Plan benefits at age 65 and which pays him or her a combined level benefit all through his or her retirement.

*Example:*

Suppose Bill's pension from this Plan is \$1,200 per month, if he retired on June 1, 2015 at age 65. At age 65 he will receive \$517 from Old Age Security and \$934 from Canada Pension Plan, as well as this Plan's benefit. If Bill retires on June 1, 2010 at age 60, he can receive a pension of \$789.86 per month until he dies; or he can choose to receive a level amount of pension of \$1,707 per month, from age 60 to 65. At age 65 this Plan's benefit reduces to \$256 – the difference between \$1,707 and what the government will pay him (\$1,451) – but his total benefit remains unchanged at \$1,707.

Note:

The term "spouse" in this booklet refers to a person who is:

1. not married to the member or to another person, and has been cohabitating with the member in a conjugal relationship for at least one year and is cohabitating or has cohabitated with the member within the last year; or
2. not married to the Member but married to another person, and has been cohabitating with the member in a conjugal relationship for at least three years and is cohabitating or has cohabitated with the member within the last year; or
3. married to the member, if there is no person as described in 1. or 2.



## **RETURN TO WORK AFTER RETIREMENT**

A member may return to work after retirement without affecting his or her pension. However, no extra pension credits will be earned as a result of his or her re-employment at the trade.

## **IF A MEMBER LEAVES THE TRADE**

A member is terminated from the Plan on the date he or she leaves the Union, or on the last day of a calendar year during which no contributions were made on his or her behalf, if later.

### (a) Pre - 1997 Benefit

A member who leaves the Plan with less than 10 years of Union or Plan membership forfeits any entitlement to benefits accrued prior to January 1, 1997 and will receive a refund of his or her voluntary contributions.

A member who leaves the Plan with 10 or more years of Union or Plan membership is entitled to receive a deferred pension with respect to service in the Plan prior to January 1, 1997, commencing on his or her normal retirement date.

### (b) Post - 1996 Benefit

A member who leaves the Plan before completing two (2) years of membership in the Plan forfeits any entitlement to benefits accrued from January 1, 1997 and will receive a refund of his or her Voluntary Contributions, if any.

A member who leaves the Plan after completing two years of membership in the Plan is entitled to receive a deferred pension commencing on his or her normal retirement date with respect to service in the Plan on or after January 1, 1997.

## **TRANSFER OF ACCRUED BENEFITS**

A member who is entitled to a deferred pension under this Plan, on termination from the Plan, may elect to have the value of his or her entitlement transferred:

1. to another pension plan in which the member is a member or former member, providing the terms of the other pension plan permit such a transfer;
2. to a Locked-In Retirement Account (LIRA);
3. to a Life Income Fund (LIF);
4. to a Locked-In Retirement Income Fund (LRIF); or
5. to an insurance company licensed in Canada for the purchase of an immediate or deferred life annuity.

## **DEATH BENEFITS**

### **Before Retirement**

#### **(a) Pre – 1997 Benefit**

If a member dies before his or her pension starts, his or her spouse will be paid a cash refund equal to the member's accumulated contributions (without interest) with respect to membership in the Plan prior to January 1, 1997, except that such a refund may not exceed the value of his or her benefits earned before January 1, 1997. The spouse may choose to receive a pension instead of the lump sum amount, provided the annual amount of such pension is at least 4% of the YMPE (\$1,888 in 2010).

If a member dies after age 65, but before his or her pension starts, his or her spouse will be paid a lump sum amount equal to the value of 60 monthly payments of the earned pension calculated as if the person had retired on the date he or she died. The spouse may choose to receive a pension instead of the lump sum amount, provided the annual amount of such pension is at least 4% of the YMPE (\$1,888 in 2010).

**(b) Post – 1996 Benefit**

If a member dies before he or she is eligible for early retirement, his or her spouse will be entitled to a lump sum payment equal to the value of the pensions earned on and after January 1, 1997. The spouse may choose to receive a pension instead of the lump sum amount, provided the annual amount of such pension is at least 4% of the YMPE (\$1,888 in 2010).

If a member dies after he or she is eligible to retire but before retirement, his or her spouse will be entitled to a survivor pension equal to 60% of the pension which would have been paid to the spouse if the member had retired immediately before his or her death.

**After Retirement**

If a member dies while receiving his or her pension in the normal form, payments will cease upon his or her death or, if a joint and survivor option was chosen, until the death of his or her spouse, if later. If the pension is less than \$120 monthly, the beneficiary may elect a lump-sum refund of any outstanding payments. If the retired member's beneficiary is his or her estate, the actuarial equivalent of the unpaid instalments will be paid as a lump sum.

**Designating A Beneficiary**

The member's beneficiary is that person he or she named on the Information Card filed with the Plan Administrator. The member may change his or her beneficiary simply by completing a new Information Card and sending it to the Plan Administrator.

If no beneficiary has been named, or if the beneficiary dies before the member, any benefits payable to the beneficiary will be paid to the member's estate.

**GENERAL INFORMATION**

**Administration Of The Plan**

Administration of the Plan is the sole responsibility of the Trustees, who are appointed by the Union and the Newfoundland Construction Labour Relations Association. The Trustees may authorize agents to act on their behalf. The Trustees make the rules and regulations affecting the Plan and all decisions made by the Trustees are final and binding.

### **Right Or Interest In Fund**

No member, former member, spouse, beneficiary or any other person has any rights, interest or title to any benefits under the Plan except those specifically granted by the terms of the Plan.

No part of the contributions or assets of the Fund can be reverted to employers or any other person.

### **Assignment Of Benefits**

Benefits under the Plan cannot be assigned or given as security.

### **Proof Of Age**

Each retiring member is required to submit satisfactory proof of age. The preferred proof of age is a birth or baptismal certificate. If one is not available, then any two of the following pieces of identification can be used.

- (i) School record
- (ii) Marriage licence
- (iii) Citizenship papers
- (iv) Passport
- (v) Driver's licence

If the member's spouse is entitled to receive a benefit which is payable during his or her lifetime, proof of his or her age must also be submitted.

### **Proof Of Union Initiation**

Each application for benefits must include satisfactory proof of Union initiation. This can be a member's initiation card or membership book if it gives his or her initiation date or a letter signed by the business manager or his or her assistant which clearly states the member's initiation date or reinstatement date.

## **Registered Retirement Savings Plan (RRSP)**

Contributions to the Plan affect the amounts which you are allowed to contribute to an RRSP. The allowed contributions to an RRSP are limited to 18% of earned income subject to certain maximum amounts shown below, less the amount (known as the Pension Adjustment) of pension contributions made by you or on your behalf to the Plan in the preceding calendar year.

<b>Year</b>	<b>Maximum Contribution</b>
2007	\$19,000
2008	\$20,000
2009	\$21,000
2010	\$22,000
2011 and thereafter indexed to increases in Average Industrial Wage	

## **Application For Benefits**

Application forms for benefit payments under the Pension Plan may be obtained from the Union or the Plan Administrator's Offices. All Application for Benefits must be accompanied by appropriate proofs of age and Union initiation in order to avoid any delay in processing. A member who wishes to have his or her benefits paid or effected on a specific date must file all Applications and supporting documentations to the Trustees (c/o the Plan Administrator) at least 30 days prior to the effective date.

### **The Plan Administrator is:**

**Manion, Wilkins & Associates Ltd.  
Pension Department  
222 Rowntree Dairy Road, 3<sup>rd</sup> Floor  
Woodbridge, Ontario L4L 9T2  
Telephone Number: 416-234-5044 ext. 2277  
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**OVERVIEW OF THE TRUST  
FUNDS' OPERATION**

## **OVERVIEW OF TRUST FUNDS' OPERATION**

### **How Does A Trust Fund Work?**

A trust is a relationship that arises with respect to property and involves the existence of certain duties imposed upon the holder of title to that property to deal with it for the benefit of another person or group of persons.

A Declaration of Trust established the Iron Workers Local 764 Benefit Trust Fund that calls for the appointment of Union and Management Trustees to be responsible for the overall operation of the Trust Fund and the Benefit Plan.

### **What Is A Trustee And How Are They Appointed?**

The person who holds the legal title to the property (in this case the Trust Fund) and who accepts the specified duties pursuant to the Trust Agreement is called a Trustee.

Under the rules of the Trust Agreement, Union Trustees are appointed by Iron Workers Local 764 and Management Trustees are appointed by the Association.

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 can vote.

### **What Is The Trustees' Role?**

The Trustees have full power and authority for the administration and operation of the Trust Fund. Their responsibilities include, but are not limited to:

- receiving contributions and other income;
- safeguarding funds received;
- investment of funds;
- determining member eligibility rules with the provisions of related Collective Agreements;
- establishing the rules and regulations of the Benefit Plan; and
- ensuring proper administration of the Plan and compliance with government regulations.

To assist them in the management of the Trust Fund and the Benefit Plan, the Trustees are authorized to appoint and remove lawyers, auditors, trust companies, administrators, and other professionals as may be necessary.

### **Are The Trustees Paid?**

The Trustees are not paid for their services.

They may be reimbursed for reasonable expenses incurred provided the expenses are approved by a majority vote of the Board of Trustees. Such expenses would typically cover travel to trustee meetings and educational conferences.

### **How Is The Plan Administrator Appointed?**

The Plan Administrator is appointed by the Board of Trustees. The Plan Administrator is subject to the control and direction of the Trustees.

### **What Control Is There Over The Plan Administrator?**

The Board of Trustees and appointed Subcommittee hold meetings on a regular basis, usually 4 full days per year. At each meeting they discuss the operation of the Trust Fund and the activity of the Benefit Plan since the last meeting. Any questions, suggestions or issues addressed to the Trustees are discussed at the meetings.

The Trustees alone make decisions regarding the rules and regulations of the Plan and the benefits to be provided. These decisions are based on the advice of professional advisors, legal counsel, etc. In addition, the Trustees hire an independent auditor to audit the books and records of the Trust Fund and report to the Trustees at least once each year. The audited financial statements are filed with government agencies as required.

### **How And When Do The Employers Pay?**

In accordance with the Collective Agreement(s), contributions must be forwarded to the Plan Administrator by first class mail and post-dated no later than the 20th of the month following the month in which the hours have been worked. The employers' obligations are outlined in the Collective Agreement(s).

The employers are provided with remittance forms on which they must report each employee's hours and/or earnings, depending on the terms of the Collective Agreement.



**What Happens If The Employer Does Not Pay?**

The Plan Administrator sends a **Demand Notice** to each delinquent employer reminding them of their obligations under the terms of the Collective Agreement(s). In addition, the Plan Administrator notifies the Union of each delinquent Employer.

If the required payment is not received, legal action may be taken by the Union and/or the Trustees to collect the outstanding money.