Resilient Floor Workers - Local 27
Benefit and Pension Plans

as of May 1, 2020

About this Benefit Booklet

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

A complete description of the plans is contained in the legal documents that govern the plans, including the trust documents, master group insurance policies and the pension plan text documents. All these documents are available for review at the Manion office. If there are any differences between the information contained in this booklet, in a newsletter, communiqué and/or the legal plan documents, the terms of the legal plan documents will apply.

The Board of Trustees of the Resilient Floor Workers – Local 27 Benefit Plan and the Resilient Floor Workers – Local 27 Pension Plan, referred to as the “Trustees” and Manion makes no warranty, guarantee, or promise, expressed or implied, concerning the content of any Benefit Plan booklet, newsletter or communiqué.

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

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

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IF YOU NEED INFORMATION

For enrollment inquiries:

Resilient Floor Workers – Local 27 Benefit Trust Funds
222 Rowntree Dairy Road, 1st Floor
Woodbridge, Ontario L4L 9T2

Benefit Administrator:	905-652-4140
Benefit Office Fax:	905-652-4139
Benefit Office Email:	benefitoffice@manionwilkins.com

➢ Contacting the Plan Administrator – Manion

For all other inquiries (including Pension Plan inquiries):

MANION WILKINS & ASSOCIATES LTD.
500 – 21 Four Seasons Place
Toronto, Ontario M9B 0A5

Contact Centre:	416-234-3511
Toll Free:	1-866-532-8999
Email inquiry:	askus@mymanion.com
Fax Claims:	416-234-2071
Email Claims:	claims@manionwilkins.com
Website:	www.manionwilkins.com
Online Services:	www.mymanion.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. - 9:00 p.m.
Fri: 7:30 a.m. - 7:00 p.m. (Eastern)

➢ Plans, Policies and Registration Numbers

Benefit Plan

- Health, Dental, Health Spending Account, Bereavement Leave, Jury/Subpoenaed Witness Duty benefits are provided by the Trust Fund under Plan No. 00230000
- AIG Policy No. SRG 9103057B provides Emergency Out of Province Medical Coverage for Members and their Dependents under age 80
- Manulife Financial Policy No. 41960 provides Life Insurance and Survivor Income Benefit
- AIG Insurance Company of Canada Policy No. BSC 9134100A provides Accidental Death & Dismemberment Insurance
- Homewood Health Inc. provides Member and Family Assistance Program

Pension Plan

- Registration No. 0391482 with the Financial Services Regulatory Authority of Ontario (FSRA) and the Canada Revenue Agency (CRA)

➢ Online Services – myManion

The Board of Trustees, in conjunction with Manion, offers you access to myManion, an online service where you are able to see your personal benefit coverage information 24-hours-a-day at www.mymanion.com.

In addition to the myManion online services (Portal), your account information is available 24/7 through the mobile app on your iPhone, iPad and similar android devices. The "myManion" App is available for FREE from the Apple App Store and the Google Play Store.

myManion Portal www.mymanion.com and Mobile App access

You would have been provided with a secure login ID and password when the online portal/App service became available to the Members of the Resilient Floor Workers – Local 27 Benefit Plan, or later, when you first became an eligible Plan Member. If you do not know your username or password, go to Login and follow the prompts. When you open the Portal or App your digital Benefit Card and Emergency Travel Card are available.

Once you login using your username (ID) and password, the Home Menu will direct you to the menus for your claims or your benefits.

From this Menu, you can:

- submit claims easily using the Submit Claim menu and following the prompts. Please ensure that you provide all the information required and that it is entered accurately. You must also upload clear photographs or copies of receipts when requested and you must be enrolled for direct deposit. (Alternatively, eligible vision and paramedical claims can be filed electronically by your health practitioner(s) if your practitioner is enrolled on the TELUS eClaims Service – Refer to page W-7);
- access policy and benefit coverage details;
- access or print claims forms, booklet, brochures, newsletter and communiqué updates;
- view the status, explanation of benefits and history of submitted health and dental claims;
- view your work history;
- view your Dollar Bank Account and Health Spending Account balances;
- view the welfare/pension contributions submitted by your Contributing Employer(s);
- update your contact information including mailing address, telephone number and email address;
- change your password for security purposes and set your password hint;
- set up or update banking information for the direct deposit program that provides secure and timely reimbursement of submitted claims;
- access copies of your Annual Personalized Benefit Statements;
- access or print copies of tax receipts mailed to you annually by Manion including, as applicable:
  - T4A for taxable life premiums and taxable benefits paid (Jury/Subpoenaed Witness Duty and Bereavement Leave benefits) during the tax year;
  - Medical Expense Statements for those who paid direct, by cheque or pension deduction, for health and dental coverage during the tax year.

WHO MANAGES THE FUNDS AND THE PLANS

➢ Board of Trustees

The Trust Funds/Plans are managed by a Board of Trustees consisting of an equal number of representatives of the Resilient Floor Workers - Local 27 Trust Funds. The Trustees are the "Administrator" and ultimately responsible for the oversight, management and administration of the Funds and Plans as defined by the Trust Agreements and legislation. As the "Administrator" the Trustees have a duty of care and owe fiduciary duties to the plan beneficiaries as outlined in the Trust Agreements and all applicable laws and regulations.

Under the oversight of the Trustees, the Trustees delegate some of their responsibilities to professional service providers who are subject to the same duty of care as the Trustees.

The current Trustees are:

Employer Trustees	Union Trustees
Gary Chiesa	Paul Daly
John Duguid	Dean Marsh
Angelo Napoleoni	Mike Yorke

➢ Third Party Administrator and Plan Consultant

Manion Wilkins and Associates Ltd.:

- provides plan administration, plan consulting and runs day-to-day operations (collections, eligibility, benefit payments);
- informs/reports on plan issues and legislation/industry developments;
- produces Member communications; and
- monitors and accounts for all operations, including financial status.

➢ Insurance Companies

AIG and Manulife Financial provide insured benefit coverage to protect Members and their Dependents against the risk of a loss within the rules of the policy(ies).

Note: Professional Service providers are subject to change as selected and/or removed by the Board of Trustees.

CHECKLISTS

➢ Checklist, if you become disabled

- ☐ Advise your Local Union Office and Manion.
- ☐ Is your disability work related?
  a) If yes, apply for WSIB and advise the Disability Department at Manion.
  b) If no, apply for Employment Insurance (EI) disability benefits.
- ☐ Manion will assist, including providing you with the appropriate forms to apply for:
  a) Accidental Death & Dismemberment (AD&D) – loss due to an accident
  b) Waiver of Premium (WOP) – disability expected to last 6+ months
  c) WSIB Credits – Note: eligibility requirements
  d) Canada Pension Plan (CPP) Disability Benefits – if you have made contributions for at least 5 calendar years in the past 10 years, or 2 calendar years in the past 3 years, and your disability is so severe and prolonged that you are unable to secure regular employment (unable to support yourself by reason of your disability), you may be eligible for a disability pension from the CPP. Contact your local Service Canada office or visit www.canada.ca/en/services/benefits/publicpensions/cpp/cpp-disability-benefit/apply.html for the proper forms and application procedure.
- ☐ Ensure that you have provided Manion with copies of all information related to your claim, or payment of WSIB or CPP/QPP disability benefits.

Notes:

1) You must be a Member "in good standing" with the Union to be eligible for coverages.
2) WOP claims must be submitted within 18 months of the date you cease active work because of Total Disability (you must notify the Insurer within 12 months of the last day of active work).

➢ Checklist for government benefits, if you are retiring

6 months prior to your date of retirement:

- ☐ If you are age 60 or older, you can apply for your Canada Pension Plan (CPP) Retirement Benefits by signing in or registering for a My Service Canada Account (MSCA). You can apply online by going to www.Canada.ca (services / benefits / public pensions / Canada Pension Plan Retirement Pension). If you are not able to apply online, you will need to complete and mail the Application for a Canada Pension Plan Retirement Pension with certified true copies of the required documentation or bring them to the Service Canada Centre closest to you. Mailing addresses are provided on the form.

- ☐ Service Canada implemented a process to automatically enroll you to receive the Old Age Security (OAS) pension. If you are automatically enrolled, Service Canada will send you a notification letter the month after you turned 64. If you did not receive a letter from Service Canada informing you that you were selected for automatic enrollment, you must apply in writing for the OAS pension. Complete and mail the Application for the Old Age Security Pension form or bring it to the Service Canada Centre closest to you. Mailing addresses are provided on the form.

- ☐ Service Canada implemented a process to automatically enroll you to receive the Guaranteed Income Supplement (GIS). If you are a low-income senior, you will automatically be considered for the GIS based on your tax filings. Benefits will commence for low-income seniors beginning one month after they turn 65.

- ☐ Familiarize yourself with other provincial supplements and government programs for seniors to determine if you are eligible.

➢ Checklist for Resilient Floor Workers - Local 27 benefits, if you are retiring

3 – 6 months prior to your date of retirement:

- ☐ Advise the Local Union Office, the Benefit Office or Manion.
- ☐ Complete an Application for Benefits Form and forward it to the Local Union for certification.

  Note: The earliest date of retirement is the first of the month in which application is received by Manion.

- ☐ Your application is to be accompanied by a copy of your proof of age, and when applicable, proof of age for your Spouse, and your marriage certificate.
- ☐ As applicable, your application is to be accompanied by proof of separation and/or divorce from former spouse(s), or proof of death for your spouse.
- ☐ Eligible retirees who remain "in good standing", will receive Retiree Benefit Plan coverage through the direct debit process once your Dollar Bank Account balance is exhausted. There is the option to continue retiree coverage by self-payment once your Dollar Bank Account is exhausted. Coverage for retirees includes reduced life insurance, health (including emergency out-of-province medical), dental and health spending account benefits.
- ☐ Be advised that Retiree Life Insurance is a reduced amount and that Member Accidental Death & Dismemberment coverage and Dependent Life Insurance coverage terminate at the date of retirement upon exhaustion of your Dollar Bank Account after retirement.
- ☐ Before or upon receipt of your Application for Pension Benefits Form, the Trustees strongly encourage you to attend a pre-retirement information session provided by Manion. If you do not wish to attend an information session, you must complete the required Pre-retirement Information Session Waiver Form.
- ☐ To initiate payment of your pension benefits, you must provide Manion with a fully completed Application for Pension Benefits Form and all required documentation including, when applicable, a Spousal Waiver Form (with the completed Certificate of Independent Legal Advice on Waiver of Joint and Survivor Pension Form or the completed Certificate of Independent Legal Advice on Waiver of Joint and Survivor Pension Waiver Form) and/or a Post-Retirement Beneficiary Appointment Form.

➢ Checklist, upon pre-retirement death

Spouse, beneficiary or executor of estate should:

- ☐ Advise the Member's Union Office and Manion of the date of death.
- ☐ Contact Service Canada to obtain information and forms to apply for survivor and death benefits under the Canada Pension Plan and the Spouse's Allowance under the Old Age Security Plan, if applicable.
- ☐ When received from Manion:
  a) complete an Application for Pension Benefits Form and forward it to your Local Union for certification. The application is to be accompanied by proof of death, and proof of age for the deceased. If there is a Spouse, Manion will also require a copy of the spouse's proof of age and a copy of the marriage certificate. Proof of separation and/or divorce from former spouse(s) and when applicable, proof of death for the Spouse at date of death may be required;
  b) complete an Application for the Life Insurance benefit;
  c) when death is accidental, complete an Application for the Accidental Death & Dismemberment benefit.
- ☐ If the Member was in-benefit under the Benefit Plan at the date of death, Health (including Emergency Out of Province Medical Coverage) and Dental coverage for the surviving Spouse and Dependent(s) will be extended for a minimum of six (6) consecutive calendar months after the date of death. If the deceased Member's Dollar Bank Account contains more than six (6) months of contributions, the Dependents will have the choice of continuing benefit coverage, until the Dollar Bank account is used up or taking a cash refund of the value of the Dollar Bank account in excess of six (6) months.
- ☐ Be advised that Dependent Life insurance terminates when the Member dies. The Spouse has the right to convert the group dependent life insurance coverage into an individual policy within 31 days following the Member's death.
- ☐ Manion's Personal Financial Consulting Department is available to work with the surviving family members to obtain insurance coverage.

➢ Checklist, upon death of your Spouse, Beneficiary or Dependent

- ☐ Notify your Union office and Manion.
- ☐ Apply for Dependent Life Insurance benefit, if applicable.
- ☐ Notify any change in marital status, beneficiary and/or Dependents:
  - Fully complete a Member Information Change Form for the Benefit Plan, and
  - Fully complete a new Member Information Card for Pension Plan.

➢ Checklist, upon post-retirement death ...

Spouse, beneficiary or executor of estate should:

- ☐ Advise the Member's Local Union Office and Manion.
- ☐ Contact Service Canada to obtain information and forms to apply for survivor and death benefits under the Canada Pension Plan and the Spouse's Allowance under the Old Age Security Plan, if applicable.
- ☐ Provide Manion with proof of death. The Spouse, beneficiary or executor of estate will then be advised if there are any continuing benefits payable from the Pension Plan.
- ☐ When received from Manion, complete an Application for the Life Insurance benefit.
- ☐ If the retired Member was in-benefit under the Benefit Plan at the time of death and if the deceased Member's Dollar Bank Account contains more than six (6) months of contributions, either a refund or extension of coverage based on the Dollar Bank Account balance is offered to the surviving Spouse. The Spouse then has the option to self-pay for coverage for an additional six (6) months.

➢ Checklist, if your Beneficiary pre-deceases you ...

- ☐ If your designated beneficiary for pension benefits pre-deceases you, advise Manion.
- ☐ If the pension option you selected at retirement allows, you will be provided with the required form to change your beneficiary designation.
- ☐ If you are in receipt of a Joint and Survivor pension, the pension is payable for your lifetime and the lifetime of your Spouse at retirement. If your Spouse at retirement pre-deceases you, pension payments will continue to you, however, upon your death no further pension payments will be made.

BENEFIT PLAN BENEFITS

➢ Eligibility

You will be covered by the Benefit Plan provided:

a) you are a Member "in good standing" with the Resilient Floor Workers Local Union 27; and
b) you are "eligible" – refer to pages G-2 through G-3; and
c) you are a full-time resident of Canada; and
d) you or your Dependent(s) qualify for the benefit and coverage under the Plan and/or a benefit has not terminated.

To be "in good standing" means your union dues are up-to-date with the Resilient Floor Workers Local 27.

Your benefits include:

- life insurance for you and your family
- survivor income benefit
- accidental death and dismemberment
- health and dental care for you and your family
- health spending account
- emergency out of province medical for you and your family
- member and family assistance program
- jury/subpoenaed witness duty
- bereavement leave

SCHEDULE OF BENEFITS

★ Please refer to pages W-6 through W-10 for "How to Claim Benefits".

➢ **Life Insurance** for Members – refer to page B-1 for details

Classification	Amount
Eligible Active Members	$100,000
Eligible Retired Members (provided on a self-payment basis as explained on page G-8)	$15,000

Termination: as outlined in the Termination of Coverage section.

➢ **Survivor Income Benefit** for Members – refer to page B-3 for details

Classification	Amount
Eligible Active Members	$10,000

Termination: exhaustion of Dollar Bank Account or Member's retirement, whichever is earlier, and as outlined in the Termination of Coverage section.

➢ **Dependent Life Insurance** for Members – refer to page B-1 for details

Classification	Amount
Spouse of Eligible Active Members	$5,000
Each Dependent Child (from 15 days old)	$2,500

Termination: exhaustion of Dollar Bank Account or Member's retirement, whichever is earlier, and as outlined in the Termination of Coverage section.

➢ **Accidental Death and Dismemberment Indemnity** for Members - refer to page B-4

Classification	Amount
Eligible Active Members	$10,000

Termination**:** upon Member's attainment of age 70, retirement or exhaustion of Dollar Bank Account, whichever is the earliest, and as outlined in the Termination of Coverage section.

SCHEDULE OF BENEFITS

➢ **Health Benefit** for Members and eligible Dependents - refer to page B-10 for details

• **Deductible Amount:** • **Overall Lifetime Maximum:** • **Termination:**	Nil $250,000 per covered person as outlined in the Termination of Coverage section
• **List of Eligible Expenses**	**Benefit Amount** (per covered person)
– **Prescription Drug** costs have two components. The first is the ingredient cost which is paid by your Plan for eligible prescribed drugs as follows: ▫ Level 1 Drugs★ 90% ▫ Level 2 Drugs 70% ★ Note: Level 1 Drugs include all medications listed in the Ontario Drug Benefit Formulary including Limited Use Drugs plus all medications which are life sustaining such as Nitroglycerine and Epipens.	For drugs listed in the Ontario Drug Benefit Formulary and Limited Use drugs the ingredient cost will be limited to the current formulary price plus a 10% mark-up. For all other drugs the ingredient cost will be limited to the pricing followed by the major drug wholesaler in the province of Ontario, plus a 10% mark-up. - Smoking cessation drugs are covered up to a lifetime maximum of $600. - Fertility drugs and treatment are covered at a lifetime maximum of $5,000. Maintenance drugs are limited to one dispensing fee for each 90-day supply. Drug compounds, solutions, creams and mixtures will be reimbursed up to $30 for the professional fee. A drug compound is a special medication made up of a mixture of drugs.
– **Paramedical Services** of a Duly-Licensed practitioner: ▫ Physiotherapist ▫ Podiatrist✪ or Chiropodist ▫ Chiropractor, registered clinical psychologist, speech therapist, registered massage therapist or osteopath	- $1,000 in a calendar year per disability (excluding motor vehicle accidents.) - combined maximum of $500 per calendar year - $500 per practitioner per calendar year ✪Podiatrist charges will not be reimbursed under this plan until any reimbursement available under a provincial plan has first been satisfied in full.
– **Vision Care** ▫ Eyeglass lenses ▫ Frames for eyeglasses ▫ Contact lenses in lieu of eyeglasses ▫ Prescription safety glasses (for Active Members only – no dependent coverage) ▫ Contact lenses to correct visual acuity ▫ Eye examinations (when not covered by the Provincial Plan)	 - Cost of eyeglass lenses - $50 every 24 months - $150 every 24 months - Every 12 months, including the hardex treatment. Please ensure the receipt clearly states that it is for prescription safety glasses. - $300 every 24 months - Once every 24 months for individuals between the ages of 20 and 65

SCHEDULE OF BENEFITS

➢ Supplementary Health Expense - List of Eligible Expenses: (per Covered Person)

– **Private Duty Nursing**	$10,000 per calendar year
– **Convalescent Hospital**	$15 per day for 100 days per disability
– **Chronic Care**	Semi-private room rate up to 120 days per disability
– **Ambulance Service**	– Local ambulance to the nearest hospital. – Emergency transportation by air up to a maximum of $200 every 12 consecutive months
– **Medical services and supplies** including but not limited to:	Lab tests and x-rays; rental (or purchase at the Plan's discretion) of durable medical equipment; medical aids and prostheses.
▫ Orthopaedic shoes/orthotics	– Combined $450 per pair per calendar year
▫ Hearing aids	– $750 per lifetime (excluding batteries)
▫ Anti-embolism stockings	– 2 pairs per calendar year

➢ Dental Benefit for Members and eligible Dependents – refer to page B-17 for details

• **Deductible Amount**	Nil
• **Benefit Percentage**	
– Basic Services	This plan covers **100%** of the cost of basic and preventative dental work (cleaning, fillings; recall oral examination once every 6 months), endodontics, periodontics extractions and root canal work.
– Major Services	Crowns, bridges and dentures are covered at **80%**
– Orthodontics	50% for Dependent Children younger than age 20 only to a **lifetime maximum** of $1,000 per Child
• **Dental Fee Guide**	Fee Guide for General Practitioners in effect in the Covered Person's province of residence on the date the charge is incurred

- **Combined Basic and Major Services Calendar Year Maximum** per year of continuous plan membership (per covered person):
  - 1st calendar year of continuous plan membership $500
  - 2nd calendar year of continuous plan membership $750
  - 3rd, 4th and 5th calendar year of continuous plan membership $1,500
  - 6th and each subsequent year of continuous plan membership $2,500
- **Termination:** as outlined in the Termination of Coverage section.

➢ Health Spending Account (HSA) for Members and eligible Dependents – refer to page B-21 for details

On January 1, 2019, a $1,000 Health Spending Account amount was made available to eligible Members who were in benefit under the Benefit Plan and "in good standing" with the Union as at January 1, 2019 for the reimbursement of eligible medical and dental expenses which are not covered or partially covered under the Benefit Plan or your Spouse's group benefit plan.

The HSA benefit is reviewed annually by the Board of Trustees to determine if the benefit will be eligible to Members for the upcoming Plan Year. A Plan Year means January 1 through December 31 of the same calendar year.

➢ Health Spending Account (HSA) - Continued

- Any unused HSA as at December 31 of the 1st Plan Year will be carried forward into the following Plan Year.
- At the end of the 2nd Plan Year, any remaining unused credits that were deposited on January 1 of the 1st Plan Year will be forfeited (rolled back into the Trust Fund).
- Members will have 90 days (up to March 31 of the 3rd Plan Year) to submit any claims incurred during the previous Plan Year.
- **Termination:** as outlined in the Termination of Coverage section.

➢ Emergency Out of Province Medical Coverage (prior to age 80) for Members and eligible Dependents - refer to page B-24 for details

- **Covered Percentage:** 100% for emergency medical fees and charges over and above provincial health care benefits.
- **Lifetime Maximum:** $5,000,000 lifetime maximum for insured individuals up to the age 70 and a $100,000 lifetime maximum for insured individuals age 70 to 79 inclusive.
- **Trip Limit:** Covers a maximum of 90 days per trip.
- **Termination:** upon Member's attainment of age 80 and as outlined in the Termination of Coverage section, coverage ceases for such Member as well as the Dependents. Coverage for a Spouse may terminate sooner if the Spouse attains age 80 before the Member.

Note: You must be "in-benefit" under the Benefit Plan at the time of your trip to be covered under this Plan.

➢ Out of Country Benefit (age 80 and older) for Retired Members and eligible Dependents

Retired Members age 80 and older are reimbursed for the cost (premium) to purchase out of Canada coverage up to a combined family maximum of $300 per calendar year. You are responsible for purchasing your own out of Canada coverage. Please submit your proof of purchase to the Plan Administrator for reimbursement.

When you or your Spouse attains age 80, Emergency Out of Canada medical coverage can be purchased through Manion's *Personal Financial Consulting* department. For further information, please contact Jacqueline Hendricks at:

Telephone: 416-234-3554 or Toll-free 1-800-263-5621 ext. 3554
Fax: 416-234-2071
Email: jhendricks@manionwilkins.com

Termination: as outlined in the Termination of Coverage section

➢ Member and Family Assistance Program (MFAP) for Members and eligible Dependents – refer to page B-28 for details

The MFAP offers short-term counselling and support related to a wide variety of issues including relationship issues, addiction, depression and anxiety, stress management, grief and bereavement. To access the MFAP, call Homewood Health's 24-hour toll-free access number at **1-800-663-1142 (English) or 1-866-398-9505 (French)**.

The MFAP is also available to eligible Spouses and Dependent Children who can independently access the program. Everyone is guaranteed confidentiality within the limits of the law. You will not be identified to anybody – including your employer and the Trust Fund.

- **Member and Family Assistance Program (MFAP)** - Continued

  You can access Homewood Health anytime for online resource (e-Leaning, interactive tools, health and wellness assessments, and a library of health, life balance and workplace articles) through their website at www.HomeWeb.ca. You can also work at your own pace on i-Volve, an online, self-paced treatment program for depression and anxiety using the best practice treatment approach, cognitive behavioral therapy (CBT).

  Termination: as outlined in the Termination of Coverage section.

- **Bereavement Leave Benefit** for Active Members – refer to page B-30 for details

  In the event of death of a Family Member as defined on page B-30, an amount is payable based on your hourly rate of pay and wages lost up to $200 per day for a maximum of 3 days.

  Termination: when you no longer work actively, and as outlined in the Termination of Coverage section.

- **Jury/Subpoenaed Witness Duty Benefit** for Active Members– refer to page B-31 for details

  If you are absent from work due to jury/subpoenaed witness duty, an amount is payable based on your hourly rate of pay and wages lost up to $200 per full day for the first 10 working days, and afterwards up to $175 per full day.

  Termination: when you no longer work actively, and as outlined in the Termination of Coverage section.

HOW TO FILE CLAIMS - BENEFIT PLAN

Important:

Enroll for direct deposit to receive benefit payments for secure and timely claims reimbursement – refer to page W-11 for more information.

Claim forms may be obtained directly from Manion or your Union office. Health and Dental claims forms are also available online through the myManion Portal at www.mymanion.com or via the Mobile App.

ALL CLAIMS should clearly indicate the following:

a) Name of Plan: Resilient Floor Workers - Local 27 Benefit Plan.
b) The Trust Fund provides Health, Dental and Health Spending Account benefits under Plan No. 00230000.
c) AIG group policy no. for Emergency Out of Province Medical Coverage is SRG 9103057B.
d) Manulife Financial group policy no. for Life Insurance and Survivor Income Benefit is 41960.
e) AIG group policy no. for AD&D is BSC 9134100A.
f) The Plan No. for Bereavement Leave Benefit is 00230000.
g) Your name, address, Local and Certificate Number.
h) If the claim is for your dependent(s), provide dependent's name, date of birth and relationship to you.
i) If your Spouse has coverage under another plan (for example, through your Spouse's employer), provide the policy number, name of the insurance company and the type of **INSURED BENEFITS** (i.e. health and/or dental).
j) Review the forms to be sure **ALL** information has been included and remember to **SIGN** and date all claim forms.

Note: – Please ensure that your address is correct on all claim forms before submitting them to Manion. Address changes will be made from claim forms in certain circumstances. You can also update your address online via the myManion Portal at www.mymanion.com or via the Mobile App.

– Claims that are not submitted within the deadlines will be denied. Refer to the time limit for claims submission under each benefit in this section.

➢ Prescription Drugs Claims: Pay Direct Drug Card

Drug claims are electronically processed via your Benefit Card (pay direct drug card). This Benefit Card provides your pharmacist with immediate confirmation of covered drug expenses.

To fill a prescription for covered drug expenses:

a) present your Benefit Card (wallet card or digital card) to the pharmacist at the time of purchase, and
b) pay any portion of each prescription that is not covered under this Plan.

When the pay direct option is not available for any reason, pay the pharmacist and submit a fully-completed Health Care Claim Form along with the payment receipts to Manion's Claims Department for assessment, using the Mobile App, or through the myManion Portal, or by email, by fax or by post.

➢ Health Claims – Fast and Easy Claims Submission Options – Plan No. 00230000

(a) TELUS eClaims

Electronic filing of your vision care and paramedical claims allows your health practitioner(s) to file eligible claims for you and your family electronically to Manion for payment. This eliminates the need for submitting vision care or paramedical claims and speeds up reimbursement of eligible expenses. If your health practitioner is enrolled on the TELUS eClaims service, they can electronically submit claims directly to Manion under Plan No. 00230000 on your behalf. Simply show your benefit card (or digital card via the myManion Mobile App) to your health practitioner for electronic submission of eligible services. When your benefit plan does not cover 100% of the expenses incurred, you or your eligible Dependent(s) will need to pay the difference to your health practitioners.

(b) Electronic Filing of Drug and Health Claims

Submit claims easily using the myManion Portal or Mobile App – From the "Home" menu, go to the "My Claims" menu, then the "Submit Claim" menu, select the benefit type and follow the prompts. Please ensure that you provide and enter accurately all the information required. You must also upload clear photographs or copies of receipts when requested and you must be enrolled for direct deposit. We recommend that you keep your original receipts and Physician's written referral/prescriptions for at least one year from the date of service.

(c) Filing Health Claims by email or by fax

You may also submit all Health claims by email to claims@manionwilkins.com or by fax to 416-234-2071. If you are sending your claims by email or by fax to Manion, scan or take photographs of all the documents (signed claim form and receipts, and the attending Physician's written referral or prescription, if applicable) and attach the scanned files or photographs. Please remember to save the original receipts and Physician's written referral/prescription for at least one year from the date of service.

➢ Dental Claims – Plan No. 00230000

(a) Electronic Submission (EDI) via the Dental Office

You have the option of electronic claims submission (EDI) for dental benefits if this service is available through your dental office. Your Pay-Direct Benefit Card identifies the policy number required for EDI and it must be presented to the dentist at the time of payment for electronic submission of your claim. If your dental office does not participate in EDI, you must continue to file your claim by the following option.

(b) Filing Dental Claims by Email, by Fax or by Post

When electronic filing is not an option, pay the Dentist and submit a fully-completed Dental Care Claim Form to Manion's Claims Department for assessment using the myManion Mobile App or Portal, by email, by fax or by post.

Under no circumstances will Manion assign a dental payment to the dentist if you file your dental claim by this option.

➢ Health Spending Account (HSA) Claims – Plan No. 00230000

Eligible Members can use this account to offset health and dental claim expenses which are not covered by the Benefit Plan or your Spouse's group plan. Health and dental expenses that are not fully reimbursed will be automatically topped up by your Health Spending Account (HSA) until the HSA credits are used up or forfeited after 2 Plan Years. A Plan Year means January 1 through December 31 of the same calendar year. For payment you need to submit an HSA Claim Form along with your receipts or the COB Statement from your Spouse's plan. Claims under $5.00 in value are not automatically topped up by your HSA and we suggest that you save up smaller claims and submit them to Manion quarterly.

➢ Health, Dental and HSA Claim Submission Time Limit

Claims that are not submitted within the required time period will be denied.

- Health and dental claims must be submitted within 12 months of the date the expenses were incurred.
- HSA claims are to be submitted within the year that the expense was incurred but not beyond the 90-day period following the end of the year that the expense was incurred in. For example, a pair of glasses purchased on August 15, 2020 when claimed under the HSA must be submitted before March 31, 2021.

➢ Audit of Health, Dental and HSA Claims

You can submit all claims of the above benefits to Manion ***online via myManion, by email or by fax***; and you must save the original receipts and any supporting documents for at least one year from the date of service. Claims that are not submitted within the required time period will be denied.

When submitting paper claims to Manion ***by post***, attach only original bills and receipts (Photocopies are not acceptable) and send them to:

Manion Wilkins & Associates Ltd.
Claims Department
626 – 21 Four Seasons Place, Etobicoke, ON M9B 0A6
Contact Centre: 416-234-3511 or Toll Free: 1-866-532-8999
Fax Claims: 416-234-2071
Email Claims: claims@manionwilkins.com
View/Submit Claims: www.mymanion.com

➢ Bereavement Leave Benefit Claims – Plan No. 00230000

Important: Enroll for direct deposit to receive benefit payments for secure and timely claims reimbursement – refer to page W-11 for more information.

You can get a claim form from the Union Office or Manion. Send the completed claim form to Manion within 3 months of the date of death of the Family Member.

➢ Jury/Subpoenaed Witness Duty Benefit Claims – Plan No. 00230000

Important: Enroll for direct deposit to receive benefit payments for secure and timely claims reimbursement – refer to page W-11 for more information.

You can obtain a claim form from the Union Office or Manion. You must have your claim verified by your Employer before submitting the claim. Send the completed claim form to Manion **within 3 months of completion of your jury/subpoenaed witness duty**.

➢ Emergency Out of Province Medical Claims – AIG Policy No. SRG 9103057B

Minor expenses – For expenses associated with minor medical emergencies (less than $250.00) while travelling out of country, keep your receipts and file your claims with:

AIG Insurance Company of Canada
120 Bremner Boulevard, Suite 2200
Toronto, Ontario. M5J 0A8

Major expenses – For major emergencies that require hospitalisation or day surgery, Travel Assist will coordinate services between the provider and the Insurer to ensure direct billing of your expenses.

In an Emergency, Here's What to do

In the event of a medical emergency, the Insured Person or someone acting on their behalf must call Travel Assist immediately. Its operators are backed by a team of emergency care professionals – Physicians and nurses who work closely with the doctor looking after the patient and, if necessary, the family or company doctor, to help ensure that the Insured Person receives the medical care needed. Telephone the Travel Assist Coordination Centre at the following numbers:

US & Canada 1 877 204-2017 (toll free)
Outside US & Canada 0 715 295-9967 (Collect)

An operator will ask the following:

- Your name and the patient's name, location and the details of the emergency
- Group name of the policy: **Resilient Floor Workers – Local 27 Benefit Trust Fund**
- Policy Number: **SRG 9103057B**

➢ Life Claims – Manulife Policy No. 41960

Life Claims – Manion should be immediately notified of the death of an insured person. The appropriate death claim forms will then be sent to the beneficiary for completion. The fully completed death claim and proof have to be submitted to Manulife Financial through Manion (i) within 12 months of the death of the insured person; or (ii) within 90 days when your coverage terminates for any reason.

In order to qualify for the **Waiver of Premium Benefit for Life Insurance**, you must notify Manulife Financial within 12 months of the last active day at work and must furnish due proof of disability, satisfactory to the Manulife Financial, within 18 months of that last active working day.

➢ Accidental Death & Dismemberment Claims – AIG Policy No. BSC 9134100A

Manion should be contacted immediately in the event that the insured Member dies or is dismembered as a result of an accident. The AD&D claim form will then be provided for completion.

Notice of a claim has to be submitted no later than thirty (30) days from the date of the accident or Injury or commencement of the Sickness. Proof of Claim must be provided (as is reasonably possible based on the circumstances) within ninety (90) days from the date of the accident or loss. Also, when required by AIG, you will have to provide a certificate from a Physician outlining the cause and nature of the accident or loss. All claims must be verified by agreement between a licensed Physician appointed by the policyholder and by the Insurer.

A claim of loss should be submitted to AIG within one year from the date of the accident and loss.

COORDINATING CLAIMS

➢ If You are Covered under Another Plan

Applicable to Health and Dental Benefits Only

When your Spouse has health or dental insurance for themself, you and/or your Dependent Children, the details must be provided to your Plan and Manion. The Coordination of Benefits provision (COB) ensures that you and your family receive maximum reimbursement of medical and dental expenses you incur.

You must provide the details in the Coordination of Benefits section of the Welfare Plan Member Information Card and file it with Manion. In addition, there is a section on your claim forms that must be completed in full including the details of your spouse's benefit plan. Failure to provide coordination of benefits information will delay claims payment for your Spouse and/or Dependents.

➢ Coordinating Claims with your Spouse's plan

If a person is covered under this Plan for health benefits or dental benefits and is also covered under other group plan(s), including school/student accident insurance, that provide similar coverage, any claim will be coordinated and/or reduced so that benefits payable from all plans will not exceed 100% of the eligible charges incurred.

Benefits shall be payable first from a group policy which does not have a provision to coordinate benefits, then subsequently in accordance with the rules of this and other group policy(ies) which has coordination of benefits.

First, you will need to check to see if your spouse's plan has rules that permit claiming from more than one plan. Then, submit your claims in the order as shown below:

If you (or your Spouse) are covered by 2 or more plans, claims should be submitted in this order – to the plan where you (or your spouse):

1) is an active, full-time member,
2) is an active, part-time member,
3) is a retired member.

Be sure to keep copies of all original receipts for submission to your spouse's plan.

Coordinating claims with your Spouse's plan	**When you receive treatment**	**When your Spouse receives treatment**
	1) Claim first to your Resilient Floor Workers Local 27 Plan.	1) Spouse first makes claim to their own plan.
	2) Claim for anything left unpaid to your Spouse's plan. Within the rules of your Spouse's plan, it will pay up to 100% of the amount not covered by the Resilient Floor Workers Local 27 Plan.	2) Spouse claims for anything unpaid to the Resilient Floor Workers Local 27 Plan. Within rules of your Plan, we will pay up to 100% of the amount not covered by your Spouse's plan.

Coordinating claims for your Child(ren)	If you are living with your Child's other parent	If you are separated or divorced
	1) Claim first to the plan of the parent whose birthday comes earlier in the calendar year. 2) Claim for anything left unpaid to the plan of the parent whose birthday comes later in the calendar year. If your Spouse was born in February and you were born in November, then your Spouse's plan would be the first payor of the claims for your Dependent Child(ren). If both parents have the same date of birth, the plan of the parent whose first name begins with the earlier letter in the alphabet would be the first payor.	Make claims for each Child in this order: 1) To the plan of the parent with custody. 2) To the plan of the current spouse of the parent with custody. 3) To the plan of the parent without custody. 4) To the plan of the current spouse of the parent without custody.

Further information regarding the rules of coordinating benefit payments can be obtained from Manion.

DIRECT DEPOSIT RECOMMENDED FOR BENEFIT PAYMENTS

For added security and timely payments, Health, Dental, Health Spending Account, Bereavement Leave and Jury/Subpoenaed Witness Duty benefit payments can be made by direct deposit into your bank account.

To enroll, access your online account on the myManion Portal at www.mymanion.com or via the Mobile App, and fill in the banking section under the "My Claims" menu item.

HOW THE PLANS WORK

➢ Joining the Plans

Eligibility and coverage require that all Members:

- ☐ enroll in the Resilient Floor Workers – Local 27 Benefit and Pension Plans by filing a **completed a Member Information Card (MIC) for the Benefit Plan and an MIC for the Pension Plan**. The completed MICs confirm that you are a Member of the Union and a Member of the Plan(s) and provide the personal data and beneficiary designation(s) required to administer your benefit coverage within the guidelines of the Plan(s).

- ☐ complete the Coordination of Benefits (COB) section of the MIC for the Benefit Plan if you or any of your Dependents have insurance coverage elsewhere (refer to previous pages). Failure to submit the COB information is a serious matter that will delay claims payment for you and your Dependents.

- ☐ advise Manion of all changes to your status and:
  a) file a Change Form for Benefit Plan:
     - for marital status and/or name change;
     - for addition or deletion of dependents;
     - for life Insurance beneficiary update;
     - for Spouse update;
     - for changes to your Spouse's insurance;
     - if you receive a document from Manion and you notice an error in any of your information, such as your date of birth or name.

  b) file a new MIC for Pension Plan:
     - for marital status and/or name change;
     - for pre-retirement pension beneficiary update;
     - for Spouse update;
     - if you receive a document from Manion and you notice an error in any of your information, such as your date of birth or name.

- ☐ change your address and banking information through the myManion Portal at www.mymanion.com or via the Mobile App, by letter or by phone through your Union Office. You will be required to provide identification.

- ☐ When your coverage under this Plan terminates or reduces, you have the option to convert your life insurance and/or the dependent life for your spouse to an individual life insurance policy without medical examination. This is referred to as the **"Conversion Privilege".** To take advantage of this option, it is your responsibility to contact Manion or the insurance company as soon as possible because the required application form and the initial premium payment must be submitted to the insurance company within 31 days of the date your benefit coverage under this Plan terminates. (For example, if your insurance coverage terminates on the last day of February, to convert the life insurance the insurance company must receive the required application and premium by March 31st.) For more information, refer to the Conversion Privilege sections of this booklet.

BENEFIT PLAN ELIGIBILITY

➢ Benefit Plan Dollar Bank Account

Manion keeps an account for each Member that shows the Benefit Plan contributions remitted by the Contributing Employer(s) on your behalf. This account is called a "Dollar Bank Account". An employer is required by the Collective Agreement to remit contributions by the 20th of the month following the month worked.

➢ New Members

A new Member "in good standing" with the Union will become eligible for coverage (also known as "in-benefit") when they satisfy ALL OF the eligibility requirements below:

1) The Member has fully completed and filed a "Member Information Card" (MIC) for the Benefit Plan and an MIC for the Pension Plan, accompanied by a Privacy Disclosure Form, with Manion; and
2) The Member must be performing work within the jurisdiction of the Union or available for work on the date the benefit coverage takes effect; and
3) The Member has accumulated the required amount equal to three (3) months' coverage (currently $1,050) in their Dollar Bank Account within 12 months from the date of the first contribution made to the Benefit Trust Fund on their behalf. This amount must be accumulated. If $1,050 is not accumulated in this period of 12 consecutive months, all dollar amounts accumulated in this Member's Dollar Bank Account will be forfeited. These accumulation requirements are subject to change without prior notice upon periodic review of the Plan by your Trustees and their advisors.

Here is an example for new Members who starts working in June. Coverage begins on the first of the 3rd month following the accumulation of 3 months coverage in their Dollar Bank Account:

Eligibility for Coverage				
Hours Worked	**Current Dollar Amount**	**Month Worked**	**Remitted to Manion by Employer**	**Coverage Effective Date**
115	$349.60	June	July 20	
140	$425.60	July	August 20	
125	$380.00	August	September 20	
375	$1,154.60	⟷	Meets $1,050 minimum	October 1st

➢ Availability for Work and Benefit Coverage Start Date

You are not eligible for any benefit coverage unless you are a Member "in good standing" with Resilient Floor Workers – Local 27.

All active Members must be at work or available for work on the date benefit coverage commences. Should you not be working or available for work on the day your benefit coverage would ordinarily start, the benefit coverage for you and your dependents will be delayed until you return to work or are available for work.

➢ Ongoing Benefit Coverage

A monthly deduction of $350.00 (subject to change) is taken from your Dollar Bank Account to pay premiums for your benefit coverage. If you do not have this amount in your Account, you may self-pay (see page G-7 for details).

➢ Reinstatement of Coverage

1) **When you become ineligible for benefits within 12 months**

   If your coverage has previously terminated within a 12-month period because of insufficient contributions in your Dollar Bank Account, your coverage may be REINSTATED on the first day of the second month following the accumulation of the required amount (currently $700.00) in your Dollar Bank Account.

2) **When you become ineligible for benefits longer than 12 months**

   If your coverage was terminated for 12 months or longer, you will be considered a "New Member" and will be required to meet the "New Member" eligibility requirements (as described on previous page).

   Should you not be working or available for work on the day your coverage would ordinarily become reinstated, the coverage for you and your dependents will be delayed until you return to work or are available for work.

   If upon termination of your Group Life Insurance you convert it to an "individual" policy as part of the "Conversion Privilege," you will need to submit evidence of insurability (medical information) satisfactory to the Insurer before again becoming insured for Group Life Insurance.

Note: Your coverage will terminate at the end of the month in which you are no longer a Member "in good standing" with the Local Union for any reason. Your Dollar Bank Account balance will be forfeited if you do not rejoin the Local Union within 12 months.

➢ Maximum Accumulation in the Dollar Bank Account

The maximum contributions Members may accumulate in their "Dollar Bank" account at the end of a year is equal to 15 months of advance coverage (currently $5,250). Amounts in excess of this maximum will be credited to the general reserves of the Fund.

➢ Benefit Plan Beneficiary

You can designate any person or persons as a beneficiary(ies) or change a named beneficiary, in writing, to receive the death benefit payable under the Member Life Insurance and AD&D death benefit. If you do not designate a beneficiary, any death benefit that becomes payable under the group policy due to your death will be paid to your estate. If your beneficiary is a minor child, please indicate the person (or company) to whom benefits should be paid and held in Trust until the beneficiary reaches the age of majority. **For example,** instead of: Child Smith, please indicate William Smith, in Trust for Child Smith, or ABC Trust Company, in Trust for Child Smith.

The insurers will not be responsible for the sufficiency or validity of your beneficiary designation or change of beneficiary. The policy contains a provision removing or restricting your right to designate persons to whom or for whose benefit insurance money is to be payable.

➢ Eligibility of Dependents

Registering your Dependents for coverage

- Coverage for your Spouse and Dependent Child(ren) is not automatic. You must notify Manion in writing to add dependent coverage within 31 days of marriage, attainment of common-law status or the birth of a child, by completing a Change Form. Eligible "Dependent children" is defined in the General Definitions section – see page D-2.
- Manion has to be notified as soon as the common-law relationship is established. Eligibility for coverage of a common-law spouse is outlined under "Spouse" in the Definitions section – see pages D-2 and D-3.
  - For a Member who is currently in benefit, spousal benefits for a common law spouse (not identified previously) will become effective 12 months from the date a new Member Information Card (MIC), identifying the common-law or same-sex spouse, is received by Manion.
  - For a Member who is currently working toward initial eligibility or reinstatement, spousal coverage will become effective on the later of (i) the 12-month continuous cohabitation has been satisfied; or (ii) the date the Member becomes eligible for benefits if the Member has been cohabitating continuously with the common-law spouse for 12 months or more.
- Dependents do not include any person permanently living outside of Canada (this does not apply to students whose normal residence is in Canada and is attending school outside Canada).
- You must be covered in order for your Dependents to be covered.
- If your dependent is hospitalized at the time when your coverage becomes effective, coverage for that dependent will not become effective until the day following final discharge from the hospital.
- No one will be eligible as a Dependent while covered as a Union Member under the Plan, or such person commences active duty in armed forces of any country, state or international organization.

➢ Continuation of Benefit Plan Coverage after Retirement

You will be considered as a retired Member on the earlier of:

- the date you retire, or
- the end of the year in which you reach age 71.

In order to be entitled to self-pay for ongoing benefit coverage as a retired Member once your Dollar Bank Account is exhausted, at retirement you must:

- be in-benefit in the Benefit Plan and not be a suspended or terminated Member; and
- remain a Member "in good standing" with the Local Union; and
- not subsequently work for a non-union contractor of the Union; and
- be a full-time resident of Canada; and
- satisfy the Plan requirements for the benefits outlined below (also apply to your eligible Dependents).

If you retire and are receiving a pension from the Resilient Floor Workers – Local 27 Pension Plan, you may continue Health (including Emergency Out of Province medical Coverage) and Dental benefits by having the required self-pay cost deducted from your pension payment each month on an indefinite basis once your Dollar Bank runs out, provided your monthly pension can cover the self-payment amount. You will be provided with a Direct Debit Form to complete at retirement.

➢ Continuation of Benefit Plan Coverage after Member's Death

For Dependents of Deceased Active Members

Health Benefit including Emergency Out of Province Medical Coverage and Dental Benefit for the surviving Dependents will be extended for a minimum of six (6) consecutive calendar months after the death of the Member, provided the Member was eligible for benefits ("in-benefit") at the date of death. Survivors of deceased Members are not eligible for any remaining HSA balance nor the Member and Family Assistance Program.

If the deceased Member's Dollar Bank account contains more than six (6) months of contributions, the Dependents will have the choice of:

a) retaining coverage for a maximum period of 6 months,
b) retaining coverage until the Dollar Bank Account is used up, or
c) taking a cash refund representing the value of the Dollar Bank Account after the six-month coverage extension.

Note: Dependents who receive a cash refund will receive a T4A for the amount refunded.

For Dependents of Deceased Retired Members

If the Retired Member was "in-benefit" and in receipt of a pension from the Pension Plan at the time of death, the surviving Spouse may:

- make self-payments for Health benefits, Dental benefits and Emergency Out of Province Medical Coverage benefits for a maximum of six (6) months; or
- if a retired Member had a balance in their Dollar Bank account at the time of death, either a refund or extension of coverage based on the Dollar Bank balance is offered to the surviving Spouse. The Spouse then has the option to self-pay for coverage for an additional six (6) months.

In the event a surviving spouse re-marries, their benefit coverage will be terminated. Once terminated, the coverage cannot be reinstated.

KEEPING YOUR BENEFITS

➢ Self-payments – Maintenance of Coverage

When you do not have enough hours in your Dollar Bank Account (i.e. your Dollar Bank Account has a balance of less than the required $350) to pay the monthly premiums on your behalf, you will have the opportunity to self-pay directly to the Trust Fund to maintain your coverage under the Benefit Plan. This is referred to as the self-payment option.

To be offered the option to self-pay, **you must be and remain a Member "in good standing" with the Resilient Floor Workers – Local 27.** Manion will send you a "Self-Pay Notice" and your benefit coverage will continue only if you pay the amount shown on the Self-Pay Notice by the due date. **If you do not pay Manion by the due date on the Self-Pay Notice, your coverage will be terminated.** Manion cannot accept your payment if it is late.

Note: i) Self-payment rates for all Members are subject to change, at the discretion of the Board of Trustees, based on affordability.
ii) Self-payments to the Benefit Plan by cheque must be made from personal accounts, not through any employers.
iii) At no time will there be any refund of any money to a Member or former Member unless specifically permitted by the Trust Fund.

Payment Options:

For your convenience, there are several payment options. Your self-payments may be paid by setting up Manion as a payee via online internet banking if you bank at TD, CIBC, RBC, Scotiabank, BMO or Desjardins.

- Payee: **Manion Wilkins & Associates Ltd**.
- Please be certain to enter your Account number (this is also outlined in your Self-Pay Notice) as a reference when making your payment. Payments received without your Account number cannot be matched to your account.

Members can also self-pay by debit card or credit card (Visa or MasterCard):

- Over the phone: 1-866-532-8999 (not available for self-pay by debit card).
- In Person (bring your Self-Pay Notice with you): 222 Rowntree Dairy Rd, Woodbridge, 3rd Floor, or 21 Four Seasons Place, Etobicoke, 5th Floor.
- By Mail: complete the credit card information and mail the Self-pay Notice to 500-21 Four Seasons Place, Etobicoke, ON M9B 0A5.

Or you can provide a personal cheque:

- Payee: **Resilient Floor Workers – Local 27 Benefit Trust Fund.**
- In Person (bring your Self-Pay Notice with you): 222 Rowntree Dairy Rd, Woodbridge, 3rd Floor, or 21 Four Seasons Place, Etobicoke, 5th Floor.
- By Mail: include a copy of your Self Payment notice with your payment, or clearly indicate your name and your Account number (this is also outlined in your Self-Pay Notice) on your cheque and mail to 500-21 Four Seasons Place Etobicoke, ON M9B 0A5.

Self-payments – Tax Note

All self-payments are subject to Retail Sales Tax (currently 8% in Ontario).

➢ Self-Payment Options

Self-payments for continuation of coverage are discussed below for a variety of situations. Please refer to the previous page for self-payment eligibility requirements and payment options. **Your benefit coverage will continue only if you pay the amount shown on the self-pay notice by the due date.** Manion cannot accept your payment if it is late.

Self-Pay Coverage Restrictions

In coverage months paid by self-pay, coverage does not include Bereavement Leave Benefit and Jury/Subpoenaed Duty Benefit.

For example, a Member who makes a self-payment during January for February coverage, there will be no Bereavement Leave, nor Jury/Subpoenaed Duty Benefit.

Active Members earning less than the required monthly contributions, or unemployed, or contributions not remitted

If you have less than the minimum dollars in your Dollar Bank account and/or contributions remitted by your employer are less than the monthly minimum as described in the previous section, you can self-pay to maintain the coverage that is outlined in the "Schedule of Benefits" for a **maximum of 18 consecutive months** (see above for "Self-Pay Coverage Restrictions"), provided you are available for work (i.e. not disabled, sick or retired).

Note: An active Union Member who is unavailable to work or refuses work for a Contributing Employer within the jurisdiction of the Union may lose the privilege of self-payment and their coverage for the Welfare Plan coverage and benefit payments shall terminate.

To make these "self-payments" as an active Member, you must be at all times ready to perform work for a Contributing Employer, and self-payment must be received by the due date on the Self-Pay Notice. If it is determined that you were unavailable for work, your coverage for the Benefit Plan coverage will terminate immediately and you will be notified accordingly in writing. Where, subsequent to the determination that you were unavailable for work, you return to covered employment, reinstatement of Benefit Plan coverage will occur in accordance with the Reinstatement of Coverage rules (refer to page G-3).

Active Members become disabled

If you are disabled, you may continue to be covered provided you have at least one month's coverage in your Dollar Bank Account. You may also self-pay on the same basis as an active Member available for work. As a disabled Member, your coverage may continue at the discretion of the Trustees beyond 18 payments, provided the required premium is remitted to Manion.

Active Members who suffer a work-related Injury

If you become insured while working for a Contributing Employer and are receiving Workplace Safety and Insurance Board (WSIB) benefits, you and your Employer have an obligation to advise Manion when your WSIB claim commences and terminates. The WSIB legislation calls for the Trust Fund to continue benefit contributions (WSIB credits) and maintain your Benefit Plan and Pension Plan (see Pension Plan portion of this booklet for details) for up to 12 months following the date of a work-related compensable injury.

In order to receive the WSIB credits, you must advise Manion when your WSIB claim commences by providing proof of WSIB payment. The required proof will include a copy of the letter you received from WSIB advising that your claim was approved, along with a copy of the most recent cheque stub from your monthly payment. Once Manion receives the required proof, you will be provided with up to 12 months of WSIB credits. You are obligated to advise Manion when your WSIB benefit payments are terminated.

Note: WSIB credits cease prior to the 12-month maximum if you return to work, retire or die. Disabled Members, including WSIB recipients, must apply for CPP Disability benefits within 12 months of their date of disability.

If a disabled Member receiving WSIB credits from the Trust Fund returns to work prior to receiving the maximum 12 months' WSIB credits and subsequently experiences a re-injury related to the initial disability, subsidized credits will again be credited from the Trust Fund from the date of the re-injury until the 12-month maximum in total has been reached. If the Member's injury is considered a "new" injury by WSIB, the Member is again eligible for an additional 12 months of WSIB credits based on the new injury.

If you are on WSIB for longer than 12 months, you may continue your Health Benefits coverage beyond the 12 months, after your Dollar Bank Account is exhausted, by making the appropriate self-payments for an additional 18 months, provided you continue to be Totally Disabled and a Member "in good standing" with the Union. You must submit a Physician's Statement and proof that you are in receipt of a CPP/QPP, EI or WSIB disability claim payments to Manion.

Manion will send you a Self-Pay Notice once your Dollar Bank Account is exhausted. Payment must be made by the due date on the notice. You will be required to provide proof of your ongoing disability on an annual basis.

Retired Members

If you retire, you may self-pay for Retiree Life Insurance, Health Benefit, Dental Benefit, Health Spending Account, Emergency Out of Province Medical Coverage and Member and Family Assistance Program as outlined in the "Schedule of Benefits" by running out your Dollar Bank Account. Manion will send you a self-pay notice once your Dollar Bank Account runs out. Your payment must be received by the due date on the notice. Refer to page G-6 for more information.

Members on a Leave of Absence

While you are on a job-protected leave as defined under the Employment Standards Act, the Employer must continue to make employer-portion of contributions on your behalf as required by the Collective Agreement or any other applicable legislation.

The Employment Standards Act recognizes maternity and parental leaves. The prerequisite for entitlement to these ongoing contributions during maternity or parental leave, subject to the Employment Standards Act of each province, is that the Member was employed for at least 13 weeks preceding the date of delivery or 13 weeks before the child came into a parent's custody. The pre-requisite for entitlement to employer's contributions for a compassionate care leave may vary, subject to the Employment Standards Act of each province.

TERMINATION OF COVERAGE – BENEFIT PLAN

➢ For Active, Self-paying Unemployed and Disabled Members

Your benefit coverage will cease on the earliest of:

1) the date coinciding with the end of the period for which the required premium for your coverage was last paid to the Insurer(s);
2) the last day of any month in which you have less than the required minimum amount in your Dollar Bank Account, provided you did not exercise the self-pay option outlined in this booklet;
3) the last day of the month when you are no longer a Member “in good standing” of the Union for any reason;
4) the last day of any month in which you cease to make self-payments if you are eligible to make self-payments;
5) the date you are no longer a full-time resident of Canada;
6) the date you are no longer covered by your provincial health plan;
7) the date you are eligible to be enrolled under another group contract with similar coverage;
8) the date you commence active duty in armed forces of any country, state or international organization;
9) the date as specified in the Schedule of Benefits;
10) the date this policy terminates or coverage on the group, division or class to which the Member belongs terminates.

➢ For Retired Members

The benefit coverage will terminate on the earliest of the following dates:

1) the date coinciding with the end of the period for which the required premium for your coverage was last paid to the Insurer(s);
2) the last day of any month in which you have insufficient contributions in your Dollar Bank Account, provided you did not exercise the self-pay option outlined in this booklet;
3) the last day of any month in which you cease to make self-payments if you are eligible to make self-payments;
4) the last day of the month when you are no longer a Member “in good standing” of the Local Union for any reason;
5) the date you are no longer a full-time resident of Canada;
6) the date you are no longer covered by a provincial health plan;
7) the date you are eligible to be enrolled under another group contract with similar coverage;
8) the date you commence active duty in armed forces of any country, state or international organization;
9) the date as specified in the Schedule of Benefits;
10) the date you die;
11) the date this policy terminates or coverage on the group, division or class to which the Member belongs terminates.

➢ For Eligible Dependents

A Member's coverage for a dependent will cease, except as specified under “Continuation of Benefit Plan Coverage after Member’s Death”, on the date on which the earliest of the following events occurs:

1) the date coinciding with the end of the period for which the required premium for the Dependent was last paid to the Insurer(s);
2) the date the Member of whom one is a dependent ceases to be covered under the Group Master Policy;
3) the date the dependent ceases to be a Dependent as defined in the "General Definitions" later in the booklet on page D-2;
4) the date the dependent is no longer a full-time resident of Canada;
5) the date the dependent is no longer covered by a provincial health plan;
6) the date the Spouse attains age 80 for Emergency Out of Province Medical Coverage before the Member’s coverage terminates;
7) the date the dependent commences active duty in armed forces of any country, state or international organization.

A Dependent’s coverage can be continued following the death of a Member as detailed under the section entitled “Continuation of Benefit Plan Coverage after Upon Member’s Death”. However, surviving Dependent coverage also terminates on the date the surviving Spouse re-marries.

OTHER IMPORTANT INFORMATION

➢ Reciprocity

The Trustees of the Resilient Floor Workers – Local 27 Benefit and Pension Plans have entered into Reciprocal Agreements with other trade unions of the Trust Funds. These agreements provide for the transfer of benefit contributions from one Trust Fund to another.

If you are working temporarily in the jurisdiction of another local covered by a fund with which the Trustees have a Reciprocal Agreement, your 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 and send it to your Union office when you first start to work in the area. Reciprocal transfers do not happen automatically.

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

➢ Change in Benefit Plan Coverages

If your Benefit Plan coverages change because of an amendment to the Plan, or because of a change in your status in the Plan, the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be at Actively At Work or available for work to be eligible for the new benefits. If you are not at work or available for work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work or you are available for work.

For example: Member Life Insurance amount was $80,000 when you were disabled and unavailable for work. During your disability, if the Plan improves the Life Insurance amount to $100,000, you would not be eligible for the new increase of $20,000 if you continued to be disabled. You would be eligible for the new Life Insurance amount only when you recover, and you returned to work or available for work.

Increased benefits for a dependent confined at home or in a hospital on the date the new benefits would otherwise become effective do not become effective until such dependent is released from home or hospital. In any case, payment for services and supplies received before the date of an increase in benefits will always be based on plan benefits in effect before the change.

➢ Tax on Benefits

A T4A tax slip is issued for each calendar year reflecting the life premiums❶ paid by the Trust Fund on behalf of you and/or your dependents and taxable benefits paid to you such as Bereavement Leave Benefit and Jury/Subpoenaed Duty Benefit❷, when applicable. Your T4A is also available electronically in Annual Statements Tab of your myManion Portal and Mobile App.

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

As applicable, the Trust Fund also provides a Medical Expense receipt to you when you self-pay for your coverage during all or a portion of the calendar year. A medical Expense receipt is sent to applicable Members each year and is also provided in the myManion Portal and Mobile App in the Statements tab.

You may also claim any Health and Dental expenses not reimbursed fully by the Resilient Floor Workers – Local 27 Benefit Plan. A report outlining what was submitted versus paid is available in the Claims History Report in the myManion Portal and Mobile App.

❶ The Canadian Federal Taxation program requires that the premiums paid on your behalf by the Trust Fund and/or your Employer for your Life, Survivor Income, Dependent Life, and Accidental Death & Dismemberment Insurance be included in your annual taxable income (excluding months in which you self-pay for coverage).

❷ Any claims paid under Bereavement Leave Benefit and Jury/Subpoenaed Duty Benefit paid through the Welfare Plan.

All self-payments made to the Trust Fund by Members to maintain benefit coverage are subject to Ontario Retail Sales Tax (currently 8%).

➢ Canada Pension Plan Disability Benefits

If you have made contributions for at least five calendar years in the past ten years, or two calendar years in the past three years, and your disability is so severe and prolonged that you are unable to secure regular employment (unable to support yourself by reason of your disability), you may be eligible for a disability pension from the Canada Pension Plan. Contact your local Canada Pension Plan office for the proper forms and application procedure.

➢ Integration with Provincial Health Care Benefits

This Plan does not reimburse eligible Members for covered expenses until the benefit maximums under the provincial health care program are exhausted. This Plan cannot reimburse any fees/charges incurred by you or your dependents when the provincial health care plan pays all or a portion of the fees, with the exception of coverage under the Assistive Devices Program (described in the Supplementary Health Expense coverage provision).

➢ Future of the Benefit Plan

The Contributing Employers and the Union expect and intend to keep the Benefit Plan in force indefinitely. However, the Trustees may change or modify the Plan from time to time; **no benefits under the Plan are guaranteed**.

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

The Board of Trustees in its sole discretion has the authority to suspend, delete, or terminate any benefit provided under the Benefit Plan, subject to applicable government regulations. Any particular benefit payable at any particular time does not guarantee that such benefits 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 Board of Trustees in its sole discretion.

➢ Notice regarding Personal Information

When you apply for coverage, Manion and the Insurers set up a file, or series of files, with personal information relative to your participation in the Resilient Floor Workers – Local 27 Benefit and Pension Trust Funds. This includes all of the information concerning your enrolment, your benefits and your claims.

The purpose of these files is to permit Manion to administer your benefits under the Plans. This includes the following:

- arranging insurance coverage where applicable
- claims adjudication, management and payment
- offering additional insurance products or services that Manion believe you would benefit from knowing about. Manion may also tailor offerings to you based on your demographics or other information, with the objective of meeting your specific needs
- 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 Plans
- administration, calculation and payment of your pension benefits

Your files will be kept in the offices of Manion and the Insurers. Your personal information is used within these companies and shared, only to the extent required by law, with your Plan Sponsor (Board of Trustees), your Union, the coverage provider(s) and financial institutions involved in caring for your Plan(s). Only authorized persons have access to your file when required for coverage purposes. The information in your file is securely stored and is not shared with any other parties, unless you authorize Manion to release it to them, or the disclosure is required by law. You have the right to access the personal information in your file and, if necessary, have it corrected by submitting a written request to Manion or the Insurer(s).

➢ Insurer's Right to Examination(s) of a Claimant

The Insurer(s), at its own expense, shall have the right and opportunity, whenever it deems necessary, to require a medical examination, by a Physician designated by it, of any person for whom a claim is submitted and to make an autopsy in case of death, where it is not forbidden by law. In addition, the Insurer reserves the right to obtain the report of any medical practitioner who has examined the person for whom a claim was submitted.

The Insurer(s), at its own expense and discretion, shall have the right and opportunity to conduct an examination under oath of any person who has submitted a claim or for whom a claim has been submitted under the group policy, whether or not a legal action has been commenced by the person under the group policy with respect to the claim.

➢ Subrogation – Legal Right to Collect

If a covered person suffers personal injury or loss for which they have a right to bring action for damages against a third party, the Insurer will be subrogated to the covered person's rights to recover damages to the extent that it may be obligated to pay benefits to the covered person. In such case, the Insurer will require the covered person to complete a subrogation reimbursement agreement. The Insurer has the right to suspend payment of benefits until the completed agreement is received.

Upon judgment or settlement for damages, the covered person will reimburse the Insurer for benefits paid or payable. Unless notified to the contrary, the covered person's solicitor will also represent the Insurer's interests in such a recovery.

➢ Misrepresentation

The Trustees have the power to disentitle any person to past, present or future benefits and to take any further action they deem appropriate, including denying Membership in a Plan, to any person where the Member or persons claiming through the Member are found to be abusing the Plan or making false or improper claims under the Plan.

➢ Access to Plan Documents

Upon written request, copies of the Plan Documents may be obtained from Manion. There may be charges for this service.

You have the right to request a copy of any or all of the following items:

- The sections of the Group Policy and/or Plan Document that apply to you and your dependents,
- Your application for group benefits, and
- Any evidence of insurability you submitted as part of your application for benefits.

The Insurer(s) reserve the right to charge you for such documentation after your first request.

Every action or proceeding against an Insurer for the recovery of insurance money payable under this contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, or other similar applicable legislation [e.g. *Limitations Act, 2002* (Ontario); Civil Code (Quebec)] in the participant's province.

Time Limit for Legal Action with respect to benefits covered by Manulife Financial

You may not commence legal action against Manulife Financial less than 60 days after proof of your claim has been furnished as outlined under "How to file claims" section. Every action or proceeding against Manulife Financial for the recovery of money payable under the plan is absolutely barred unless commenced within the time period set out in the Insurance Act or applicable legislation.

DESCRIPTION OF BENEFITS

➢ Member Life Insurance

The Insurer will pay to you the amount of life insurance in force on the date of your death provided that the Insurer receives due proof that you died while insured under this coverage.

Dependents of Active Members

Life Insurance for the Spouse and Dependent Child(ren) is payable in the event of death from any cause at any time or place while insured under this policy. Dependent Life insurance ceases upon your retirement.

If your Spouse's insurance terminates, you may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your application for the individual policy, along with the first monthly premium, must be received by the Insurer, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of spousal Life Insurance available for conversion will be paid to you, even if you have not applied for conversion.

Waiver of Premium Benefit when Totally Disabled

For Active Members under age 65 only

If you are Totally Disabled for at least 9 consecutive months before reaching age 65, your Life Insurance may be continued at no cost, until you cease to be totally disabled or you reach age 65, whichever comes first.

Totally disabled shall mean the restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience. The availability of work will not be considered by Manulife Financial in assessing your Disability. If you must hold a government permit or licence to perform your duties, you will not be considered Totally Disabled solely because such permit or licence has been withdrawn or not renewed.

In order to qualify for Waiver of Premium benefit, you must notify the Insurer with **written notice within 12 months of the last date you were actively-at-work and must furnish due proof of disability, satisfactory to the Insurer, within 18 months of the last active working day.**

Note: The waiver of premium of Life Insurance ceases upon the earliest of:

1) you cease to be Totally Disabled;
2) you fail to submit proof of continuance of Disability when required;
3) you are no longer receiving from a Physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by the Insurer;
4) you do not attend a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by the Insurer;
5) you attain your 65th birthday;
6) you retire; or
7) you die.

Recurrent Disability

If you become Totally Disabled again because of the same or a related condition within 3 months after cessation of the Waiver of Premiums, the Insurer will waive the Qualifying Period. All such recurrences will be considered a continuation of the same Disability and your amount of Life Insurance at your date of disability will be reinstated.

If the same Disability recurs more than 3 months after cessation of the Waiver of Premium, such Disability will be considered a separate Disability.

If you have returned to active work for one full day and become disabled from a different and unrelated cause, you will begin a new period of disability. In either case, you will have to a new Qualifying Period.

Conversion Privilege when your coverage terminates

If your Group Life benefit terminates or reduces, you may be eligible to convert your Member Life Insurance coverage and/or Dependent Life coverage for your Spouse to an individual policy, without medical evidence. Your application for the individual policy must be received by the Insurer within 31 days of the termination or reduction of the Member's 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 have not applied for conversion. For more information on the conversion privilege, please contact Manion for details. Provincial differences may exist.

Settlement Options

The lump sum payable on the death of a Member may be applied to purchase any type of annuity then being offered by the Insurer. The insured Member may elect the type of annuity to be purchased upon his/her death. If the Member does not elect an annuity, the beneficiary may elect one when the benefit becomes payable. No settlement options are available to an executor, administrator, trustee, corporation, partnership, or association. The Insurer shall determine the interest rate applicable for settlement options in the year you die.

Term Life Coverage for Retirees

If you were eligible for the Benefit Plan at retirement, your life coverage will continue at a reduced amount by submitting the self-pay rate.

Naming A Life Insurance Beneficiary

You should review your Benefit Plan beneficiary designation online to be sure that it reflects your current intent. Refer to page G-3 for more details.

➢ Survivor Income Benefit

For Active Members Only

Upon receiving proof of your death while insured under this coverage, the Insurer will pay Survivors' Income Benefits to the Spouse designated under the Pension Benefits Act of Ontario in accordance with the terms and conditions of the policy. However, if both the Spouse and the Member sign a waiver, this benefit may be payable to the designated beneficiary named on the Member's life insurance.

Survivors Income Benefit

If the Member is survived by a Spouse, the Survivor Income Benefit will be payable to the Spouse in a lump sum or in the form of an annuity.

If the Member is not survived by a Spouse, a lump sum will be payable to the beneficiary named for the Member's life insurance.

Waiver of Premium Benefit when Totally Disabled

For Active Members under age 65 only

In the event you become totally disabled, the same conditions as set out under the waiver of premium for your Life Insurance will also apply to this Survivor Income Benefit.

Conversion Privilege when coverage terminates

If your Survivor Income under this policy terminates, you may be eligible to convert all or part of the insurance to an individual policy, without medical evidence. The benefit amount will be based on the commuted value of the Survivor Income benefit payments. Your application for the individual policy along with the first monthly premium must be received by the Insurer within 31 days of the termination or reduction of your Member Life Insurance. If you die during this 31-day period, the amount of Survivor Income Benefit available for conversion will be paid to your beneficiary or estate, even if you have not applied for conversion.

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

➢ Accidental Death and Dismemberment Indemnity

For Active Members under age 70 Only

You are provided with insurance to protect you against the accidental loss of life, limb or sight. In the event you should die as a result of an accident, you would qualify for both this and your Life Insurance benefit, if eligible. This benefit provides 24-hour coverage.

Amount of Benefit

Should you experience any of the losses shown below, provided they occur within 365 days of an accident, you may qualify to receive the amounts shown. **Your claim must be submitted to Manion within 30 days of the date the loss was incurred.**

Table of Losses

	Amount Payable
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and the Entire Sight of One Eye	The Principal Sum
Loss of One Arm	Four-Fifths of The Principal Sum
Loss of One Leg	Four-Fifths of The Principal Sum
Loss of One Hand	Three-Quarters of The Principal Sum
Loss of One Foot	Three-Quarters of The Principal Sum
Loss of Entire Sight of One Eye	Three-Quarters of The Principal Sum
Loss of Thumb and Index Finger of the same Hand	One-Third of The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of Speech or Hearing	Three-Quarters of The Principal Sum
Loss of Hearing in One Ear	Two-Thirds of The Principal Sum
Loss of Four Fingers of One Hand	One-Third of The Principal Sum
Loss of All Toes of One Foot	One-Quarter of The Principal Sum
Loss of Use of both Arms or Both Hands	The Principal Sum
Loss of Use of One Hand or One Foot	Three-Quarters of The Principal Sum
Loss of Use of One Arm or One Leg	Four-Fifths of The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	Two times The Principal Sum
Paraplegia (total paralysis of both lower limbs)	Two times The Principal Sum
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	Two times The Principal Sum

Disappearance

If the body of an insured Member has not been found within one year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, it will be presumed the Member suffered loss of life as caused by the accident at the time of such disappearance, sinking or wrecking.

Beneficiary Designation

In the event of accidental loss of life, benefits shall be payable as designated in writing by the insured person under the policyholder's current group life insurance policy. In the absence of such designation, benefits will be payable to the estate of the insured person.

All other benefits shall be payable to the insured person.

Additional Benefits to assist You

Your Accidental Death & Dismemberment Plan also includes the following benefits which are briefly described below. If you are involved in an accident, you or your representative should contact Manion for complete details and limitations so you know your coverage before you make commitments.

Permanent and Total Disability Indemnity – Pays 100% of the Principal Sum less any amounts under the Table of Losses which have been paid or which are payable by the Insurer for Losses.

Rehabilitation Benefit – When injuries result in a payment under this policy, you may qualify up to $15,000 for occupational training expenses incurred within 2 years from the date of the accident causing such injury provided the loss suffered renders you unable to perform the main functions related to your regular occupation and the loss requires you to undertake training to be able to pursue an occupation other than your regular occupation.

Home Alteration and Vehicle Modification Benefit - Pays a benefit of up to the one-time cost of $15,000 for modification to your home or vehicle if you suffer an injury for which you receive a benefit under the Plan and require a wheelchair to be ambulatory. Expenses must be incurred within 365 days following the date of the accident and deemed necessary and reasonable by the Insurer.

Workplace Modification and Accommodation Benefit – Pays a benefit of up to $5,000 to your Employer if you suffer all injuries resulting from any one accident for which you receive a benefit under the Plan and require special adaptive equipment or workplace modification in order to return to full-time work with the Employer.

Psychological Therapy – Pays reasonable and customary expenses up to $5,000 if you suffer an injury for which you receive a benefit under the Plan and require psychological therapy, as prescribed by a Physician, within 2 years of the injury. “Psychological Therapy” means treatment or counselling by a therapist or counsellor, who is licensed, registered, or certified to provide such treatment, whether such treatment is on an out-patient basis or provided while a patient at a medical facility licensed to provide such treatment.

In-Hospital Benefit – Pays a benefit of (i) 1% of the Principal Sum to a maximum of $2,500 per month for hospital confinements of more than 30 nights, or (ii) 1/30th of the amount determined under (i) for hospital confinements of more than 5 but less than 30 nights, if you suffer an injury for which you receive a benefit under the Plan and are confined to hospital as a result of such injury, for a maximum of twelve months. Successive periods of confinement to Hospital for Injury resulting from the same accident, if separated by a period of less than 3 months, are considered one period of confinement to Hospital for the purposes of calculating this benefit.

Family Transportation – If you are covered by the policy and become injured and hospitalized, outside 100 km from your permanent residence, the plan may pay for some transportation and accommodation expenses for one immediate family member, up to $15,000. “Immediate family member” means your Spouse, parents, grandparents, children age 18 and over, brother or sister.

Repatriation (Return Home) Benefit – Pays a benefit of up to $15,000 to cover the expenses to return the body to the city of residence if you suffer a covered accidental death while at least 50 kilometres from home.

Identification Benefit – Pays a benefit of up to $5,000 for the transportation of one immediate family member to identify the body if you suffer a covered accidental death at least 150 kilometres from home and a law enforcement agency requests such identification. Payment will not be made for ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one (1) operated under the license for the conveyance of passengers for hire, the reimbursement of transportation expenses will be limited to a maximum of twenty cents ($0.20) per kilometre traveled.

Seat Belt Benefit – Pays an additional benefit of 10% of the Principal Sum to a maximum of $50,000 if you suffer a covered accidental death while operating or riding as a passenger in a private passenger automobile in which the seat belt was properly fastened.

Day Care Benefit - Pays an annual benefit of up to 5% of the Principal Sum to a maximum of $5,000 per year for the day care costs of each Dependent Child under age 13 who is enrolled, or who enrolls within 90 days, in a day care facility if you suffer a covered accidental death. The benefit is payable for up to 4 consecutive years.

Dependent Child Educational Benefit – Pays an annual benefit of up to 5% of the Principal Sum to a maximum of $5,000 per school year for the tuition costs of each Dependent Child who is enrolled in post-secondary education if you suffer a covered accidental death. The benefit is payable for up to 4 consecutive years.

Spousal Educational Benefit – Pays a benefit of up to $15,000 for your Spouse's expenses in enrolling in a professional or trades training program for the purpose of obtaining an independent source of income, if you suffer a covered accidental death and such expenses are incurred within 30 months of your death.

Funeral Expense - Pays a benefit of up to $5,000 to reimburse funeral expenses if you suffer a covered accidental death.

Bereavement Benefit – Pays a benefit of up to $1,000 if you suffer loss of life in a covered accident and your eligible dependents require counseling within one year of the accident.

Definitions and Details

"Loss" as used above with reference to *quadriplegia, paraplegia, and hemiplegia* means the complete and irreversible paralysis of such limbs; as used above with reference to *hand or foot* means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to *arm or leg* means complete severance through or above the elbow or knee joint; as used with reference to *thumb and index finger* means complete severance through or above the first phalange; as used with reference to *fingers* means the complete severance through or above the first phalange of all four fingers or one hand; as used with reference to *toes* means complete severance of both phalanges of all toes of one foot, and as used with reference to *entire sight* means the total and irrecoverable loss of sight such that corrected visual acuity must be 20/200 or less in such eye and the field of vision must be less than 20 degrees in both eyes. A Physician certified in Ophthalmology must clinically confirm the diagnosis in writing.

"Loss" as used above with reference to *speech* means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to *hearing* means the diagnosis of permanent loss of hearing, with an auditory threshold of more than 90 decibels in each ear. A Physician certified in Otolaryngology must confirm the diagnosis in writing.

"Loss of Use" means the total and irrevocable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent at the end of the period. (The determination is made by appointed physicians per the Insurer.)

"Permanent and Total Disability" means Injury which prevents an Insured Member from performing at least two (2) of the six (6) Activities of Daily Living, without assistance from another person. Also, the Insured Member must be determined on evidence satisfactory to the Insurer, to be and remain, as of twelve (12) months after the date of the Injury, incapable of performing at least two (2) of the six (6) Activities of Daily Living without assistance from another for the remainder of his or her life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a Physician acceptable to the Insurer. The Insured Member's inability to actually obtain employment is not a criterion to qualify for the Permanent and Total Disability benefit.

"Activities of Daily Living" means the following six (6) activities:

1) Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
2) Transferring: moving between a bed and a chair, or a bed and a wheelchair;
3) Dressing: putting on and taking off all necessary items of clothing;
4) Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene;
5) Eating: performing all major tasks of getting food into the body; and
6) Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower.

"Indemnity" provided under this section for all losses sustained by any one Member as the result of one accident shall not exceed the provisions identified in the contract.

Exclusions

No benefits are payable for any loss, fatal or non-fatal, caused by or resulting from:

a) suicide or any attempt thereat by the Insured Member while sane;

b) self-inflicted Injury or any attempt thereat by the Insured Member while sane or insane;

c) declared or undeclared war or any act thereof;

d) sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;

e) mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;

f) sustained while the Insured Member is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;

g) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;

h) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Member is:
   i) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
   ii) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
   iii) riding as a passenger in an Owned Aircraft or Leased Aircraft operated by the Policyholder.

i) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;

j) injury or Loss sustained while the Insured Member is on full-time active duty in the armed forces or organized reserve corps of any country or international authority;

k) injury or Loss sustained while the Insured Member is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while the Member's blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;

l) injury or Loss sustained while the Insured Member is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed Physician;

m) the commission or attempted commission by an Insured Member or Injury incurred while an Insured Member is in the course of committing or attempting to commit any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;

n) an act, attempted act or omission taken or made by the Insured Member, or an act, attempted act or omission taken or made with the Insured Member's consent, for the purposes of interrupting the blood flow to the Insured Member's brain or to cause asphyxiation to the Insured Member whether with intent to cause harm or not;

o) natural causes.

Conversion Privilege

On the date of termination of coverage or during the 90-day period following termination of employment, you may change your AD&D Insurance to the Insurer's individual insurance policy. The individual policy will be effective either on the date that the application is received by the Insurance Company or on the date that coverage under the policy ceases, whichever occurs later. The premium will be the same as you would ordinarily pay if you applied for an individual policy at that time. Application for an individual policy may be made at any office of AIG Insurance Company of Canada. The amount of insurance benefit converted to shall not exceed that amount of AD&D insurance for which you were eligible for prior to termination of benefit coverage.

Waiver of Premium

If your life coverage is being continued without payment of premium while you are totally disabled as outlined under the Waiver of Premium Benefit of the coverage, the accidental death and dismemberment coverage will also be continued without payment of premium until the earliest of:

- the date you attain age 65;
- the date you retire;
- the date of your death or recovery;
- the date you are no longer eligible for Total Disability waiver of premium under the Trust Fund's group life policy;
- the date the contract terminates.

➢ Health Benefit

For Active and Retired Members, and their Dependents

Your Health Plan coverage pays the cost of Reasonable and Customary charges for Medically Necessary services and supplies, as described below, up to the overall Maximum Benefit outlined below. This coverage is available to you, your Spouse, and your other eligible Dependents, as long as you meet the coverage eligibility rules outlined under "Eligibility" on page W-1.

Maximum Benefit

The total lifetime benefit payable in respect of an eligible Member or Dependent is limited to $250,000 for each covered person.

Eligible Expenses

The following is a list of eligible expenses if they are:

a) Medically Necessary for the treatment of an illness or injury of an insured person and are recommended by a Physician; and
b) incurred for the care of a person while they are insured under this Benefit; and
c) reasonable taking all factors into account; and
d) used as prescribed or recommended by a Physician unless otherwise stated.

These Expenses are covered to the extent that:

a) they are Reasonable and Customary, as determined by the Insurer; and
b) they are not insured under the Provincial Plan or any other government-sponsored program;
c) they can legally be insured.

All Health benefits are paid as if the covered person were eligible under the Provincial Plan. In the event that a Provincial Plan or government-sponsored program or plan or legally mandated program excludes, discontinues or reduces payment for any services, treatments or supplies formerly covered in full or in part by such plan or program, this Plan will not automatically assume coverage of the charges for such treatments, services or supplies, but will reserve the right to determine, at the time of change, whether the expenses will be considered eligible or not.

<u>Prescription Drug Expenses</u>

Your plan covers the cost of Reasonable and Customary charges incurred for Medically Necessary drugs and medicines specified below.

Such drugs must be prescribed only by a Physician or other authorized health care practitioner authorized by provincial legislation to prescribe drugs and dispensed by a licensed pharmacist or a person legally authorized to dispense such drugs and medicines, for the treatment of an illness or injury.

Furthermore, such drugs and medicines must bear a valid Drug Identification Number (DIN) 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.

Eligible Drug Expenses:

a) Level 1 – Payable at 90% of the Ingredient Cost★ includes:
   - All drugs that are covered by the Ontario Drug Benefit Plan (ODB) under the Ontario Provincial Formulary which is a defined list of the most cost-effective, medically accepted medicines in each therapeutic drug class or Limited Use Drugs;
   - Diabetic supplies such as needles, syringes, test strips, lancets and solutions;
   - Recognized life supportive pharmaceuticals including epipens and nitroglycerine.

★ The Ingredient Cost is subject to a price mark-up maximum of 10%. For example, if the wholesale/ manufacturer's ingredient price is $45.00 for a 30-day supply of a Level 1 drug, then the maximum your Plan will pay is $45.00 + $4.50 (10% of $45) or $49.50.

b) Level 2 – Payable at 80% of the Ingredient Cost★
   - All prescription drugs not covered under Level 1;
   - Smoking cessation products up to a maximum of $600 per lifetime;
   - Fertility drugs and treatment up to a maximum of $5,000 per lifetime.

Prescription Drug Exclusions

- Over the counter medications or drugs for which a prescription is not required by law (federal or provincial).
- Anti-obesity drugs (unless medically necessary).
- 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).
- Homeopathic medicines.
- Erectile dysfunction drugs.
- Drugs which are not considered medically necessary, e.g. cosmetic or weight loss/lifestyle, unless they are approved under the Prescription Drug Plan – Prior Authorization Procedure (see below).
- Sustained Release (SR) medications.
- Drugs, biologicals and related preparations which are intended to be administered in Hospital on an in-patient or out-patient basis and are not intended for a covered person's use at home.
- Charges for drugs, sera, injectable drugs or supplies which are not approved by Health and Welfare – Canada or are experimental or limited in use whether or not so approved.
- Antihistamines.
- Varicose vein injections.
- Vaccinations and immunizations.

Maintenance Drugs

Your Plan covers one dispensing fee every 90 days for maintenance medications.

Many medications prescribed by a person entitled by law to prescribe them are maintenance medications. These are drugs which you or your eligible dependent have been taking for at least six 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, birth control pills, heart medication, and thyroid pills.

Maintenance drugs can be identified by Manion at the time your claim is processed. The first time a claim is received for a maintenance medication that is not dispensed in a 90 day supply, you will be paid. You will be advised at that time that the Plan will only pay one dispensing fee of $7.50 for each 90-day supply of your maintenance medication. You should request a 90-day supply of your maintenance medication(s).

Generic Substitution

Many brand name drugs on the market have a generic equivalent. In Canada, a generic drug has the same active ingredients as the brand name version.

It is recommended that you ask your health care practitioner entitled to prescribe a less expensive generic equivalent drug if there is one.

It does not mean your health care will be negatively impacted because in Canada the generic drug has the same active chemical ingredients as a brand name drug. Generic substitution is the substitution of a less expensive drug for the originally prescribed brand name drug. This can be done by the pharmacist without the consent of your doctor or other health care practitioner and is the normal practice of many pharmacists for a limited number of drugs.

Note: If, for medical reason(s), your doctor or other health practitioner insists you receive a certain brand name medication, the words "no substitution" should be included on the prescription. You will be reimbursed based on the cost of the brand name drug after you submit proof to Manion and Insurer that your doctor or other health care practitioner has specified "no substitution."

Important Note If You (or Your Spouse) are age 65 and older

In many provinces, residents over age 65 are automatically covered under the provincial drug benefit plan. In Ontario, the Ontario Drug Benefit (ODB) plan is "first-payor" for seniors. This means if you (or your spouse) are over 65, please make sure your pharmacist processes your claim through the ODB.

When a premium payment is required to continue your provincial health plan coverage, the Welfare Plan will reimburse you the cost of the provincial drug plan premium for you and your dependents but only after you submit your paid receipt accompanied by a letter requesting reimbursement.

The Ontario Drug Benefit Plan (ODB), for seniors age 65 and older, requires payment of an annual deductible of $100 or a $2 co-payment depending on your prior year's income. Within the terms of this Plan, eligible Members/dependents will be reimbursed for expenses incurred as a result of these provisions to the ODB plan. The fiscal year for the ODB Program begins each April 1st.

Note: Any medications which are not covered by the ODB plan may be submitted to this Plan for consideration.

Pharmacy Network

You have the choice of purchasing your drugs anywhere you like. However, in order to assist you in choosing a lower cost pharmacy, a list of pharmacies and their current dispensing fees is available. Simply click on www.manionwilkins.com, click on "For Trustees", then "Claims / Fast & accurate", and then click on "Click here" to access a list of pharmacies in the Managed Health Care section. You will find the names and addresses of the pharmacies in your city indicating the average level of their dispensing fees charged. This list is updated on a quarterly basis. This information is also available by contacting Manion's Contact Centre at 1-866-532-8999.

Paramedical Services by a Duly Licensed Practitioner

Licensed Physiotherapist – only if prescribed by a Physician, up to a maximum of $1,000 in a calendar year per covered person per disability. Treatment required as a result of a motor vehicle accident is excluded. A copy of your doctor's recommendation is required before your claim is paid.

Podiatrist* or **chiropodist** - up to a combined maximum of $500 in a calendar year per covered person.

Chiropractor, clinical psychologist, speech therapist, registered massage therapist or osteopath* – up to the maximum of $500 per practitioner in a calendar year per covered person.

* Podiatrist and osteopath fees will not be reimbursed under this plan until any reimbursement available under OHIP has first been satisfied in full:
  - *Podiatry: When performed in an OHIP-approved facility, you get $135 maximum (plus $30 X-rays) per benefit year (April 1 to March 31) - $16.40 for the initial visit and $11.45 for every subsequent visit.*
  - *Osteopathy: $155 maximum per benefit year by OHIP approved osteopaths - $12 for the initial visit, $9.50 for every subsequent visit and $25 for X-ray.*

Vision Care

Charges for vision care as follows:

i) Eyeglass lenses (plus $50 for frames every 24 months).

ii) Contact lenses purchased in lieu of eyeglasses – up to a maximum of $150 every 24 months.

iii) Prescription safety glasses every 12 months, including the hardex treatment (for Active Members only – no dependent coverage). Please ensure the receipt clearly states that it is for prescription safety glasses.

iv) Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, Keratoconus (conical cornea) or Aphakia, provided visual acuity can be improved to at least 20/40 level by contact lenses, but cannot be improved to that level by spectacle lenses, subject to a maximum benefit of $300 every 24 months per covered person.

v) One eye examination every 24 months (when not covered by the covered person's provincial plan) performed by a qualified optometrist, per covered person between the ages 20 and 65.

You **will not** be reimbursed for sunglasses (plain or prescription) or tinted glasses (with a tint other than number one), or for anti-reflective coating.

Private Duty Nursing

Charges for the services of a Registered Nurse (R.N.), licensed practical nurse, Certified Nursing Assistant (C.N.A.) or a member of the Victorian Order of Nurses (V.O.N.) up to a maximum benefit of $10,000 per calendar year per covered person while the patient is not confined to a hospital; provided such nurse does not ordinarily reside in the home of the Member and is not a relative of the Member's family. These charges will be considered eligible expenses only if recommended by a Physician and if Medically Necessary.

Convalescent Care

Charges for licensed Convalescent Care Facility services or supplies in excess of the Provincial Health Plan, subject to $15 per day for a maximum of 100 days per disability per covered person. Such confinement must be the result of a direct transfer from a hospital where confined for at least 3 days and for the continued care of the same condition.

Chronic Care

Charges for daily hospital chronic care, effective on the 61st day of confinement, payable at the semi-private room rate up to a maximum of 120 days per disability per covered person.

Licensed Ambulance

Charges for professional ambulance service, other than airline, by local transportation to and from the nearest hospital equipped to provide the required treatment.

Emergency transportation by airline to and from the nearest hospital qualified to provide the necessary treatment. Such emergency transportation is subject to a maximum of $200 every 12 consecutive months per covered person.

Medical Services and Supplies

- Charges for rental (or, at the Plan's discretion, purchase) of **durable medical equipment** – wheelchair, hospital bed or oxygen equipment purchased from a medical supply company, required for therapeutic purposes and as approved by Manion.

- Charges for **orthopaedic shoes and orthotics** up to the maximum shown in the "Summary of Benefits." To be covered under the plan, orthopaedic 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 individual, dispensed to the Member by a certified podiatrist, chiropodist, pedorthist or orthotist and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, gait analysis, symptoms and chief complaints. No benefit will be provided if the orthopaedic 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, it is strongly recommended that you submit an estimate to Manion for confirmation prior to the purchase.

- Charges for purchase of **hearing aids**, excluding batteries and repairs, subject to the maximum of $750 per lifetime. This limit will not apply in the event of an accidental injury to ear.

- Charges for braces, crutches and the purchase of **medical aids and prostheses**, but not including charges for repair or maintenance.

- Charges for **laboratory tests and x-rays** not covered by any Provincial Government Plan.

- Charges for anaesthetics, oxygen, blood or blood plasma, and its administration.

- Charges for Apnea monitors.

- Charges for **anti-embolism stockings**, subject to a maximum of 2 pairs per calendar year per covered person. To be eligible elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, 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 provisions.

Accidental Dental

- Eligible expenses for necessary **dental treatment required as the result of an accidental injury** to natural teeth provided the accident occurred while covered. 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 be completed within 60 days of the accident to be considered a covered health expense (this limit is waived for dependent children, subject to receipt a written report from the attending dentist outlining the treatment plan).

Assistive Devices Program

Many of the Supplementary Health Expense benefits covered under this Plan are also covered by the "Assistive Devices Program" (ADP).

In some cases, ADP pays 75% of the cost of items like orthopedic braces, wheelchairs, and breathing aids. In other cases, such as artificial limbs and breast prostheses, ADP contributes a fixed amount up to a maximum contribution. For some kinds of supplies, such as ostomy and needles and syringes for insulin-dependent seniors, ADP pays an annual grant directly to the person. If you are receiving social assistance benefits under Ontario Works (OW), Ontario Disability Support Program (ODSP) or Assistance to Children with Severe Disabilities (ACSD), you may be eligible to receive more money.

For more information call ADP at 416-327-8804, toll-free 1-800-268-6021, email at adp@ontario.ca, or visit the website https://www.ontario.ca/page/ assistive-devices-program.

Any claims incurred for these types of expenses must be sent to ADP by your Physician and the supplier for consideration prior to purchase. The balance of ADP claims is then sent to Manion for consideration.

Exclusions

Eligible medical expenses shall not include any of the following:

1) charges which are considered an insured service of any provincial government plan;
2) charges for general health examinations, and examinations required for use of a third party;
3) charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
4) charges for transport or travel, other than as specifically provided under eligible expenses;
5) charges for services or supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;
6) charges which are not medically necessary to the care and treatment of an existing or suspected injury, disease or pregnancy;
7) charges which are from an occupational injury or disease covered by any Workers' Compensation law or similar legislation;

8) charges which would not normally have been incurred but for the presence of this insurance or for which you are not legally obligated to pay;

9) charges which the Plan Administrator is not permitted, by any law or legislation, to cover;

10) charges for dental work where a third party is responsible for payment of such charges;

11) charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;

12) charges for services or supplies resulting from any self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness;

13) charges for drugs, sera, injectable drugs or supplies which are not approved by Health and Welfare – Canada or are experimental or limited in use whether or not so approved;

14) charges for experimental medical procedures or treatment not approved by the Canadian Medical Association or the appropriate medical specialty society;

15) charges made by a physician for travel, broken appointments, communication costs, filling in of forms, or physician's supplies;

16) charges not listed as an eligible expense in the Schedule of Benefits.

➢ Dental Benefit

For Active and Retired Members, and their eligible Dependents

Should you or your Dependents, while covered under the Plan and as a result of a non-occupational injury or a non-occupational dental disease, incur any of the eligible expenses listed in the "List of Covered Items," you will be reimbursed as described in the following sections.

What is Covered?

The dental plan covers reasonable and customary charges for regular care (basic and preventative), major dental care, and orthodontic expenses for dependent children only. The percentage payable and the maximum amount payable are shown in the "Schedule of Benefits." More information is provided on the following pages.

Alternate Benefits

Where there exists more than one customarily employed and professionally adequate method of treating injury or disease to the teeth, Manion reserves the right to determine eligible expenses on the basis of an alternate benefit, i.e. coverage is limited to the cost of the lowest priced alternate course of treatment. This provision does not apply to fillings.

For Expenses Over $300

For your protection, where a proposed course of dental treatment will exceed $300 ask your dentist to submit a treatment plan in advance. Manion will advise you what will be covered by the plan and conditions that apply in a "Pre-Treatment Statement." This statement will be sent to your Dentist and to you. Provided you remain in-benefit, the conditions of this pre-treatment statement remain in force for 90 days.

Reimbursement

- Amount of reimbursement will be based on the Current Year's Fee Guide for General Practitioners in effect in the covered person's province of residence. If treatment is given outside Canada, payments will be made to the extent that the charges are reasonable and customary but will not, in any case, exceed the maximums specified in the Current Year's Fee Guide.
- The plan covers you and each of your Dependents to the maximum for combined Basic and Major Dental Services per calendar year:
  - 1st calendar year of continuous plan membership $500
  - 2nd calendar year of continuous plan membership $750
  - 3rd, 4th and 5th calendar year of continuous plan membership $1,500
  - 6th and each subsequent calendar year of continuous plan membership $2,500
- Orthodontic Lifetime Maximum is covered up to a lifetime maximum of $1,000 per Dependent Child for covered orthodontic expenses.

Eligible Expenses

Basic Services (Preventative and Maintenance)

The following are part of regular care (preventative and maintenance):

Diagnostics: Known as the "check-up." Procedures which help the dentist evaluate existing conditions and determine what dental care may be required:

- recall oral examination once every 6 months
- complete oral examination once every 36 months
- x-rays and laboratory procedures:
  - complete x-rays once every 24 months
  - bitewing x-rays once every 6 months

Preventive Therapy: Procedures intended to improve oral health and eliminate or reduce the need for future dental treatment:

- light scaling and polishing (prophylaxis) - maximum of 8 units of time for scaling/root planing (whether preventive or periodontal) every calendar year
- topical fluoride treatment
- passive space maintainers and mouth guards for missing primary teeth (those that do not move teeth)
- pit and fissure sealant (dependent children under 16 years only)
- habit breaking appliances

Basic Restorative Dentistry: The basic procedures used to restore the natural teeth to their normal functions by the use of

- fillings: "silver" or "white" (tooth coloured)
- retentive pins
- temporary stainless steel crowns for primary teeth
- sedative fillings for Caries (tooth decay) trauma and pain control
- sedative fillings applied to reduce pain

Oral Surgery/Extractions: Routine oral surgical procedures and removal of teeth, including residual roots, excision of cysts, resection of tumours. (Also includes pre and post operative care, other than any initial diagnostic service rendered).

Treatment of Roots (Endodontics): Emergency endodontic procedures and root canal therapy, including pulp conservation and root resection.

Scaling of teeth below the gum (Periodontics): Treatment of periodontal and other diseases of the gums and tissues of the mouth; includes treating acute infections, occlusal adjustment and provisional splinting; scaling/root planing limited to 8 units of time in a calendar year (whether preventive or periodontal).

Anaesthesia: Necessary anesthesia during a dental procedure (general anaesthesia or analgesic therapy).

Major Services (Crowns, Bridges and Dentures)

Major services relate to the bridgework, laboratory services and supplies of the prosthetic device provided in the actual manufacturing of crowns, inlays or prosthetic appliance.

Extensive Restorative Dentistry: Crowns, including gold and porcelain, when the major portion of the clinical crown is decayed, heavily restored or the cusps are fractured and cannot be restored using basic restorative materials (fillings). When crowns are placed on molar teeth only the cost of a metal crown will be covered. Inlays covered when 3 or more surfaces are involved and the tooth cannot be restored using basic restorative materials. Replacement or repair of crowns and inlays is limited to once every 5 years.

Prosthodontic Services: The initial installation of removable partial or complete dentures and fixed bridges including their replacement or repair, subject to the following limitations:

1) Fees for a denture or fixed bridge, or adding teeth to an existing one are eligible –
   a) Provided the work is made necessary by the extraction of one or more natural teeth while the person is or was eligible for Benefits under this Plan of Benefits, or
   b) After the Covered Person has been covered for 12 consecutive months under this benefit.

Note: Expenses for dental implants, in lieu of prosthodontic services, will be reimbursed up to the same limits as prosthodontic services in accordance with the Alternate Benefits clause described below.

2) Replacement of a denture or fixed bridge for which benefits were payable under this Plan of Benefits, provided the appliance is at least 5 years old and no longer serviceable.
3) Replacement of dentures are payable after a period of membership in this Plan of Benefits, of one year, except that there is no waiting period in cases of replacement because of breakage.
4) Relining, rebasing, repairing and remake of an existing denture.
5) Repair of an existing fixed bridge.
6) Reasonable charges incurred for the purchase of denture(s) from a licensed denture therapist, provided such denture would have been otherwise payable under this Plan of Benefits.

You should check with Manion and have your Dentist submit a pre-treatment plan before any major work begins to make sure you are covered. You will also be informed over the level of reimbursement.

Orthodontics

This benefit is only available to Dependent Children younger than age 20.

The diagnosis or correction of teeth irregularities and malocclusion of jaws, by wire appliances, braces or other mechanical aids, commonly known as “straightening of the teeth.” These include active space retainers, or orthodontic appliances, those for the purpose of repositioning or moving of the teeth.

Exclusions and Limitations

In applying the following pre-existing condition exclusion, the effective date for a dental procedure means the earliest date from which the Member (or Dependent) has been continuously covered for the dental procedure under the terms of this Plan.

Payments will not be made for any dental procedure required due to any injury or dental disease for which the Member or Dependent was advised to receive treatment or for which treatment first began before the effective date for that dental procedure. Payments will not be made for any dental procedure required due to teeth extracted, missing or fractured before the effective date for that procedure, except as specifically stated for appliance replacement under covered expenses.

No benefit will be payable for the initial installation (or addition) of prosthetic devices unless such installation (or addition) is required primarily due to teeth that were missing, extracted or fractured after the effective date for prosthetic devices.

The following items are not considered as covered expenses:

- oral hygiene instruction;
- services or supplies that are primarily for cosmetic dentistry;
- dental work resulting from occupational injury or occupational dental disease;
- services or supplies which are not furnished by a legally qualified dentist or denturist acting within the scope of his/her license;
- services or supplies which were necessitated either wholly or partly, directly or indirectly as the result of committing, attempting, or provoking an assault or criminal offence, or by a war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- charges for services or supplies resulting from any self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness;
- miscellaneous charges such as for counseling or instruction, travel, broken appointments, communication costs or filling in of forms;
- any services which are covered by any government plan or program; or for which no charge is made; or which the Trust Fund is not permitted by law to cover;
- any dental examinations required by a third party;
- services or supplies which are not medically necessary to the care and treatment of any existing or suspected injury, or disease;
- any charges which would not normally have been made but for the presence of this coverage or for which the Member or dependent is not legally obligated to pay;
- services or supplies in connection with any procedures excluded as eligible expenses; including equilibration of dentures;
- charges for partial or complete dentures that have been lost, mislaid or stolen;
- myofunctional therapy;
- charges for replacement or repair of an orthodontic appliance;
- motivation of a patient;
- a procedure for which an active orthodontic appliance was installed before the individual became covered under this coverage.

➢ Health Spending Account (HSA)

For Active and Retired Members in benefit and "in good standing" as of January 1, 2019, and their eligible Dependents.

On January 1, 2019, $1,000★ was credited to eligible Members' Health Spending Accounts (HSA) for each covered family for the reimbursement of eligible medical and dental expenses which are not covered or partially covered under the Resilient Floor Workers Local 27 Benefit Plan or your Spouse's group benefit plan. Health and dental expenses that are not fully reimbursed will be automatically topped up by your Health Spending Account (HSA) until the HSA credits are used up or forfeited after 2 Plan Years.

★ The HSA benefit is reviewed annually by the Board of Trustees to determine if the benefit will be eligible to Members for the upcoming Plan Year. The annual HSA credit amount for the Plan Year 2019 was $1,000. (A Plan Year means January 1 through December 31 of the same calendar year.)

Note: Members who do not have health and/or dental coverage will not qualify for HSA. Also, survivors are not eligible for any remaining HSA balance.

Eligible Expenses

Eligible expenses are health-related expenses incurred by you and your Qualified Dependents which exceed the amount payable or are not covered under any government medical, health or hospital services plan or other benefit plan under which you or your Dependents are covered. However, in no event will the reimbursement received from all sources exceed 100% of the expense incurred.

In order to maintain the tax-free status of the Health Spending Account, eligible expenses will be determined in accordance with Canada Revenue Agency guidelines. Under these guidelines, eligible expenses include, but are not limited to, the following:

- health-related and dental expenses which exceed the amount payable or are not covered under any government health hospital services plan, or any health/dental group plans (e.g. a group benefit plan provided by your Spouse's employer);
- any item that qualifies as a Medical Tax Credit under the *Income Tax Act* can also be submitted for consideration with a fully completed HSA claim form *(see under "How to file Claims")*. Please refer to the CRA website http://www.cra-arc.gc.ca/medical for a detailed list of eligible expenses which are subject to change. Some examples are: payments to hospitals, dentures, eyeglasses, dental implants, rehabilitation therapy, etc.

How HSA Works

1) Most health and dental claims will be automatically 'topped up' by your HSA:
   - when you or your dentist submits a claim for payment, using a traditional claim form or through electronic submission channels (EDI dental), it will be adjudicated through the Resilient Floor Workers – Local 27 Benefit Plan as usual;
   - if claim payment under the Benefit Plan is less than the full claim amount submitted, and the amount not reimbursed through the Resilient Floor Workers – Local 27 Benefit Plan is $5 or more, the balance will be automatically submitted to your Health Spending Account (automatic top-up) until the HSA credit has been used.

2) Some of the claims will need to be submitted to HSA using the HSA claim form. Automatic top-up will not occur for the reasons below.
   - if your claim is denied by the Resilient Floor Workers – Local 27 Benefit Plan;
   - when the claims are made using the drug card at the pharmacy;
   - if you have other insurance in place, for example, through your Spouse's plan (See COB rules below);
   - if your claim balance is less than the minimum top-up amount, any claim balance under $5 will not be topped-up by your HSA automatically.

3) Coordination of Benefit (COB) rules will apply:
   - if your Spouse or Children are covered by another private plan they will need to submit to that plan first. Any balance not paid by that plan is then to be submitted to the Resilient Floor Workers – Local 27 Benefit Plan second.
   - if you are covered under your Spouse's plan, you will need to submit any unpaid balance from the Resilient Floor Workers – Local 27 Benefit Plan to your Spouse's plan.
   - after BOTH the Resilient Floor Workers – Local 27 Benefit Plan and your other plan have considered the claim, any unpaid balance may be submitted to your HSA for consideration.

Note: Refer to the "How to File Claims" section on page W-8 of this booklet for further information regarding submitting your claims.

Exclusions

Any charges incurred for, or in connection with, any of the following are not covered:

(1) Services or supplies to the extent that they are available under any government medical, health or hospital services plan or where such a plan prohibits payment.

(2) Services or supplies for which the Covered Person is not required to make payment, or where payment is received as a result of legal action or settlement.

(3) Services or supplies to the extent that they are payable or would have been payable under any workers' compensation act or similar law, had timely pursuit been made.

(4) Services or supplies to the extent that such services or benefits for such services are available under any plan or program established pursuant to the laws or regulations of any government, including any motor vehicle no fault coverage required by statute.

(5) Self-payments to the Benefit Plan, to remain in-benefit under the Resilient Floor Workers Benefit Plan.

Carry Forward of Credits

An eligible Member may use this allowance for eligible expenses not covered under the current Benefit Plan or in excess of the current Plan maximums.

Any unused HSA balance as at December 31 of the 1st Plan Year will be carried forward into the following Plan Year (A Plan Year means January 1 through December 31 of the same calendar year).

At the end the 2nd Plan Year, any remaining unused credits that were deposited on January 1 of the 1st Plan Year will be forfeited and rolled back into the Benefit Trust Fund.

When a Plan Year ends (December 31), you have an additional 90 days to submit any HSA expenses that were incurred during the previous Plan Year.

You will forfeit your HSA balance if you leave the Plan.

Note: Leaving the Plan means when a Member transfers to a local that does NOT participate in the Resilient Floor Workers – Local 27 Benefit Trust Fund; or a Member is expelled or withdraws from the Union, or a Member does not remain a Member "in good standing" with the Union, or upon a Member's death *(Note: Survivors of deceased Members are not eligible for any remaining HSA balance)*. The HSA balance will be forfeited as of the date the Member leaves the Benefit Plan. There will be no run-off period for claim submission.

➢ Emergency Out of Province Medical Coverage prior to age 80

For Active and Retired Members, and their eligible Dependents

Emergency Out of Province Medical Coverage (OOP) is provided by AIG Insurance Company of Canada **for covered persons under age 80**. A brief description of the benefits follows. Make sure you have a separate brochure which will explain the details of the plan. The brochure may be obtained on the myManion Portal at www.mymanion.com or via the Mobile App.

In addition, take your Benefit Card with you when travelling out of your province of residence. It includes all of the information you need to make a claim, including the toll-free emergency assistance numbers you can call in case of a medical emergency.

Retired Members and their Dependents of age 80 and older are reimbursed for the cost (premium) to purchase out of Canada coverage up to a combined family maximum of $300 per calendar year. You are responsible for purchasing your own out of Canada coverage. Please submit your proof of purchase to Manion for reimbursement.

How It Works

You and your eligible dependents are automatically covered under this Plan, whether you are on vacation or travelling on business.

Here's What You Get

Broad Emergency Out of Province Medical Coverage – Your Plan provides extensive coverage for medical emergencies outside the province in which you and your eligible dependents reside, anywhere in the world

Guaranteed Acceptance – As long as an Insured Person's health is stable, coverage is provided regardless of his or her health history.

Period of Coverage

Every Insured Person is covered under this Plan while travelling outside of his or her province of residence, for a period not to exceed 90 days.

Emergency Coverage for Hospital, Medical and Therapeutic Services

If an Insured Person suffers a Sickness or Injury that results in a Medically Necessary Emergency stay in a Hospital, including semi-private accommodation, or Emergency medical or therapeutic services as specifically outlined in the brochure, which can be available on the myManion Portal or via the Mobile App, the Insurer will pay benefits, for the period this contract is in force, not to exceed the lifetime maximum of $5,000,000 for each Insured Person under the age of 70 and a lifetime maximum of $100,000 for each Insured Person age 70 to 79 inclusive, for the actual expenses an Insured Person incurs outside of his or her province of residence that exceeds the amount which is payable with respect to such expenses under any Health Plan or medical plan in Canada, or if the Insured Person is not covered under any such plan, to the extent that the actual expenses exceed any amount which would be payable with respect to such expenses under the Health Plan or medical care plan if the Insured Person was covered under any such plan.

Additional Benefits

Repatriation benefit – When a Sickness or Injury covered by this Plan results in the loss of life of an Insured Person in a province or country other than his or her province of residence, the Insurer will pay a benefit of up to $5,000 to cover the expenses to return the Insured Person's body to his or her city of residence.

Identification benefit – Pays a benefit of up to $5,000 for the transportation of an immediate family member to identify the body of a deceased Insured Person if the deceased Insured Person suffered a Sickness or Injury resulting in death and a law enforcement agency requests such identification.

Automobile return benefit – Pays a benefit of up to $5,000 per occurrence to return an Insured Person's private or rental vehicle used for a trip, to his or her province of residence or nearest rental agency if the Insured Person becomes Totally Disabled.

Out-of-pocket expense benefit – Pays a benefit of up to $150 per day to a maximum of $1,500 per occurrence for reasonable and necessary commercial living expenses incurred by any Insured Persons in the Insured Person's family, if one Insured Person in the Insured Person's family becomes Totally Disabled and cannot continue the trip or vacation.

Family transportation benefit – Pays a benefit of up to $10,000 per occurrence for the expenses incurred for the transportation of an immediate family member to the confined Insured Person's hospital, as well as incidental travel expenses up to a maximum of $250.

Extended coverage after termination – In the event of a delayed arrival of a common carrier or hospitalization of an Insured Person, coverage will automatically be extended at no charge for (i) 24 hours in the event of a delayed common carrier, (ii) the period of the medically necessary stay in Hospital plus 24 hours after the Insured Person is released from Hospital.

Emergency transportation benefit

Ground Transportation

Pays up to $5,000 per occurrence for the use of ground ambulance.

Air Transportation

Pays up to $50,000 per occurrence if the medical condition of an Insured Person requires air transportation to the nearest hospital or for the Insured Person to be returned to his or her province of residence. This service must be coordinated and approved by Travel Assist.

Exclusions and Limitations

The Plan will not cover any losses caused in whole or in part by, or resulting in whole or in part from, the following:

a) Injuries received while the Insured Person is participating in any manoeuvres or training exercises of the armed forces, national guard or organized reserve corps of any country or international authority;

b) pregnancy, miscarriage, voluntary termination of pregnancy, childbirth or their complications except that in the case of an unexpected pregnancy complication occurring before the end of the seventh month;

c) Sickness or Injury where the trip is undertaken for the purpose of securing medical treatment or advice for such Sickness or Injury;

d) dental surgery or cosmetic surgery unless such surgery is a result of a covered Injury;

e) any Sickness or Injury if at the time of the Sickness or Injury, the Insured Person is under the influence of drugs, alcohol (blood level in excess of 80 mg of alcohol per 100 ml of blood) or other intoxicant (unless administered on, and in strict accordance with the advice of a legally qualified Physician);

f) emotional or mental disorders unless the Insured Person is confined to a Hospital;

g) Sickness or Injury due to participation in professional sports;

h) treatment or services that contravene any GHIP plan in Canada;

i) expenses incurred on an elective (non-emergency) basis;

j) suicide or any attempt at suicide while sane or insane;

k) intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury, while sane or insane;

l) an act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority;

m) any services or supplies provided by an Insured Person or one of the Insured Person's immediate family members;

n) a Sickness or Injury that, at the time of departure, might reasonably be expected to require an Insured Person to undergo treatment, surgery or hospitalization;

o) any service, treatment, surgery or stay in Hospital not required for the immediate relief of acute pain or suffering or which is not medically necessary;

p) any treatment or surgery which reasonably could be delayed until the Insured Person returns to his or her province of residence;

q) anticipated medical treatments required on an ongoing basis or for continued stabilization of a medical condition known to the Insured Person prior to departure;

r) that portion, if any, of any expenses for treatment, advice or hospitalization which are not reasonable and customary.

Emergency Travel Assistance

Travel Assistance is provided by Travel Assist with centres worldwide that will:

- help you locate the most appropriate medical facility for the Insured Person
- confirm coverage with AIG Insurance Company of Canada and assure the Hospital that the Insured Person is covered
- guarantee payment for hospitalization, if necessary
- arrange for admission to a Hospital
- provide translation services
- contact the Insured Person's own doctor for recommendations, when required
- contact the Insured Person's family and employer, when required
- arrange for/co-ordinate emergency medical evacuation
- co-ordinate the Insured Person's return home

Termination Date

An Insured Person's coverage ends on the earliest of:

1) the date the Plan is terminated;
2) the premium due date if premiums are not paid when due by the Benefit Trust Fund;
3) the date the Health Benefit terminates;
4) the date the Member no longer satisfies the definition of an Insured Member or, for an eligible dependent, the date such dependent no longer satisfies the definition of Spouse or Dependent Child, as applicable; and
5) the first day of the month following the date the Member no longer belongs to an eligible class of members.

When you attain age 80, or when your health benefit terminates, your coverage under this Plan ceases as well as your eligible dependents. Coverage for a Spouse may terminate sooner if they attain age 80 before your coverage terminates. Similarly, coverage for a dependent child will cease once they no longer satisfy the applicable criteria provided within the definition of Dependent Child.

➢ Member and Family Assistance Program (MFAP)

For Active and Retired Members, and their eligible Dependents

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

Life Smart Coaching

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

Health

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

Life Balance

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

Career

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

Counselling

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

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

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

Online Resources

The right information at the right time

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

i-Volve: Online CBT

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

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

Self-Guided: Work at Your Own Pace

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

Contact Information

You can access Homewood Health anytime:

Toll-free Phone:	1-833-375-0629
TTY:	1-888-384-1152
International:	604-689-1717 (Call collect)
Website:	HomeWeb.ca

Note: Upon Member's death, this program would no longer be available to the survivors.

➢ Bereavement Leave Benefit

Applicable to Active Working Members only

In the event of a family member's death, an eligible Member will be entitled to Bereavement Pay for lost time from work up to a maximum of 3 days (excluding weekends) for each day that the Member is absent from work for the purpose of attending or making arrangements for the funeral.

Amount of Benefit

The maximum benefit payable is based on your hourly rate of pay and wages lost up to $200 per day for a maximum of 3 days in the event of death of a family member.

No payment will be made for lost time following the date of the funeral unless you are required to travel more than 400 kilometres or 4 hours one way to attend the funeral.

Bereavement Pay for lost time on Saturdays, Sundays or statutory holidays will only be paid if the Member was scheduled to work on such day and this requirement is verified by the Member's employer.

Eligibility

Only Members are eligible for this benefit, and to be eligible, a Member must be in benefit at the date of the death (excludes Members who are unemployed, self-paying or retired).

Note: Members who are not actively working, who are exercising the self-pay option, and retired Members are not eligible for this benefit.

Definition of Family Member

A family member is defined as:

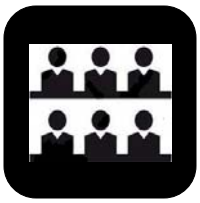
- Your Spouse (spouse includes legal or common-law Spouse as defined under the terms of the Plan);
- Your or your Spouse's natural grandparent or great grandparent;
- Your or your Spouse's parent including stepmother or stepfather;
- Your or your Spouse's child including natural child, stepchild, legally adopted child, foster child, son-in-law or daughter-in-law;
- Your brother or sister including a step-brother, step-sister, brother-in-law or sister-in-law;
- You or your Spouse's grandchild or great-grandchild.

Note: Refer to the "How to File Claims" section on page W-8 of this booklet for further information regarding submitting your claims.

Tax Note – Under Canadian tax law any claims paid under the Bereavement Leave Benefit are taxable. A T4A slip will be issued to you annually in this regard.

➢ Jury/Subpoenaed Witness Duty Benefit

Applicable to Active Working Members only



This benefit is for eligible active Members, who, while covered under the Plan, lose wages because they are required for jury duty, required to report for possible service as a member of a jury or have been subpoenaed as a witness.

Amount of Benefit

If you are absent from work due to jury/subpoenaed witness duty, an amount is payable based on your hourly rate of pay and wages lost up to $200 per full day for the first 10 working days, and afterwards up to $175 per full working day.

The benefit for part of a working day will be prorated assuming eight straight hours per working day. This benefit is paid in addition to the per diem allowance paid by the court.

Eligibility

This benefit is for eligible active Members who are in benefit at the time they commence jury/subpoenaed witness duty (excludes Members who are exercising the self-pay option).

Note: Refer to the "How to File Claims" section on page W-8 of this booklet for further information regarding submitting your claims.

Tax Note – Under Canadian tax law any claims paid for the Jury/Subpoenaed Witness Duty Benefit are taxable. A T4A slip will be issued to you annually in this regard.

INTRODUCTION

The Resilient Floor Workers – Local 27 Pension Plan was established February 1, 1974. It 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 Plan and the Old Age Security.

➢ Government Registration

Your Pension Plan is registered with the Financial Services Regulatory Authority of Ontario (FSRA) in accordance with the Pension Benefits Act of Ontario, and with the Canada Revenue Agency, in accordance with the Income Tax Act. The registration number for the Pension Plan is 0391482.

➢ Summary of Pension Benefits

As a Member of the Plan, you may retire at age 65 and receive a pension benefit payable every month for the rest of your life. The benefit is equal to:

$26.00 for each year you were in the Union before February 1, 1974, less the first 4 years, and to a maximum of 15 years

plus

$4.30 for each 100 Hours for which contributions are made to the Plan from February 1, 1974 to December 31, 2000

plus

$5.30 for each 100 Hours for which contributions are made to the Plan from January 1, 2001 to December 31, 2012

plus

$7.15 per each 100 Hours for which contributions are made to the plan from January 1, 2013

A benefit is paid on termination or death after 2 years of Plan Membership.

The pension benefits will be paid if you meet the eligibility rules and other requirements at the time of your death, retirement or termination from the Plan.

* Hours means the number of hours on which contributions are remitted by a Contributing Employer to the Pension Trust Fund in accordance with the Collective Agreement. It also includes disability and WSIB credits.

➢ Benefits are not paid automatically

You must contact Manion and get the necessary forms for completion if:

- you are going to retire, or
- you are leaving the Union, or
- you are transferring to another Carpenters Local, or Section of Local 27.

Notifying the Plan Administrator (Manion) of Changes

It is extremely important that Manion has your current address, especially if you cease working for a Contributing Employer(s), so you can be contacted when any benefits are due.

Your Spouse or beneficiary should contact Manion about any death benefits which may be payable. It is also important that Manion has an up-to-date address for your beneficiary.

➢ Taxability of Payments

The contributions your Employer makes to this Plan for you are not included as part of your earnings and you do not pay any tax on the contributions at the time the contributions are paid into the Plan.

The benefits you receive from this Plan will be included in your taxable income in the year the benefits are paid to you. Any lump sum payment made to you, your Spouse or your beneficiary, is subject to immediate income tax. No tax is withheld if you direct the transfer of the lump sum payment to your own registered retirement vehicle.

You should discuss the tax status of this Plan with your financial advisor.

➢ Contributions to the Plan

Contributions to the Plan started February 1, 1974.

The contributions are made by your Employer in accordance with the Collective Agreement. Members are neither required nor allowed to make contributions to the Pension Fund.

If you are working for an Employer covered by the Collective Agreement (a Contributing Employer) contributions will be made to the Plan on your behalf. Contributions must be remitted to the Plan within 30 days following the end of the work month to which they apply.

The Collective Agreement between your Employer and the Union requires the payment of contributions to the Plan by your Employer for each hour you earn. The contributions are in addition to your regular wage. The Employer contributions pay the total cost of your pension benefits.

The hours you work outside the jurisdiction of the Collective Agreement for which the Plan receives contribution under the Reciprocal Agreement will be credited under the Plan. (Transfers cannot otherwise be made to this Plan from another registered pension plan or an RRSP.)

If Employer contributions are sent to another fund or plan under a Reciprocal Agreement, you will not receive credit for those hours or contributions under this Plan.

➢ Eligibility for Plan Membership

Becoming a Member

You may become a Member of the Plan if you are a Member of the United Brotherhood of Carpenters & Joiners of America, Local 27, Resilient Floor Workers, you are employed by an employer governed by the Collective Agreement (or the Union), and that employer makes the required contributions to the Pension Fund.

Eligibility Rules

Membership begins on the first of the month after two consecutive calendar years that you work 700 hours a year or earn 35% or more of the Year's Maximum Pensionable Earnings (YMPE) in two consecutive calendar years. (The YMPE in 2020 is $58,700.)

If you worked for a Contributing Employer before January 1, 1988, membership began in the month you first worked for which contributions were made to the Plan.

You will automatically become a Member of this Plan, as shown above. As long as you are working for a Contributing Employer, the payments will be made to the Plan for each hour you earn. Contributions will also be made during qualifying leaves.

Getting Benefits from the Plan

The Pension Plan is not a savings plan. Benefits are only paid when a Member retires, dies or terminates Membership in the Union. The Benefits must remain in the Fund until you are no longer a Member of the Plan.

Under normal circumstances and as long as the Plan is able to meet its financial obligations, pensions earned to-date and pensions being paid to pensioners will not be reduced. The benefits will stay to your credit in the Plan until you do retire or when your Plan membership is terminated.

However, in circumstances where contributions to the Plan cannot be increased or are not sufficient to meet the funding requirements prescribed by legislation, the formula for pensions earned in the future by active Members may have to be reduced. Pensions earned to date and pensions being paid to pensioners could be reduced, if necessary. The Ontario government does not guarantee the pensions earned under a multi-employer pension plan such as this Plan. Therefore, in the unlikely event that the Plan should wind up in a deficit position, benefits will have to be reduced.

Upon termination of Union Membership which terminates your Membership in the Plan, you as a former Member have certain options to pursue. Please refer to the Termination Benefits section on pages P-12 for details.

➢ Pension Benefit Amounts

Past Service Pension

This pension benefit is credited for the years of union membership before February 1, 1974, less the first 4 years, up to a maximum of 15 years.

Current Service Pension

This pension benefit is credited for each 100 hours for which contributions are made to the Plan from February 1, 1974.

Pension Amount

The amount of monthly pension benefit is:

- $26.00 for each year of past service, and
- $4.30 for each 100 hours earned from February 1, 1974 to December 31, 2000, and
- $5.30 for each 100 hours earned from January 1, 2001 to December 31, 2012, and
- $7.15 per each 100 hours earned from January 1, 2013 for current service.

Credits During Disabilities and Leaves

a) Workplace Safety and Insurance Benefits (WSIB) Receipt

If you are receiving benefits from WSIB and you were an active Member of the Plan when you first became disabled you will receive a pension credit from the Fund as though you were still working, up to a maximum of 12 months. Pension credits will be made during the time you are receiving benefits from WSIB.

b) Pregnancy or Paternal Leave

If you have qualified for and are on pregnancy or paternal leave, contributions to the Pension Plan will be made by your last employer as though you were still working during the leave. These contributions will be made if the leave qualifies under the Employment Standards Act.

Please advise Manion when you are receiving benefits from WSIB or you are on pregnancy or parental leave to ensure that the contributions are credited to you (or received on your behalf).

➢ Retirement Pension

When a Member may retire

Retirement 65 or Later

You can begin to receive your pension any time after you reach age 65, but your pension benefits must begin by December 1st in the year you reach age 71. If you want to continue working after your 65th birthday, your pension will continue to increase. Pension benefits will be paid to you for the months beginning from your actual retirement date. By law, your pension must start no later than December 1st in the calendar year of your 71st birthday.

Early Retirement before 65

You may retire before age 65 if you do not intend to work in the trade in future. If you retire before age 65, your pension benefit will be less than the amount you would have received at age 65 because you have been a Plan Member for less years and because your pension will be payable for more years of your life.

You may retire early and receive a reduced pension benefit as follows:

- **Age 55 with 2 years of Plan Membership**
  Your pension will be actuarially reduced (this is approximately equal to a reduction of ½% for each month you retire before age 65).
- **Age 55 with 10 or more years of Plan Membership**
  Subject to approval by the Trustees, your pension will be reduced by ¼% for each month that you retire prior to age 65.

You may retire under this provision if you elect to retire while you are an ***active Member*** of the Plan.

Periodically, the Trustees review the overall financial health of the Plan to see if it is in a position to allow Members to retire early and receive a pension reduced by less than the actuarial equivalent. If it is not, all Members will be notified in advance. Trustee consent is not granted on an individual Member basis.

Plan Membership includes your years of Union Membership before February 1, 1974 for which pension credits are provided.

You are an ***active Member*** of the Plan if you are a Member of the Union, and either working for, or available to work for, a Contributing Employer, or if you are receiving WSIB pension credits while you are disabled or on leave of absence.

Note: You must notify Manion prior to your intended retirement date.

Return to Work after Retirement

If you retire early and later return to work for a contributing employer, before age 65, your early retirement pension is discontinued during your re-employment. Additional pension is credited for contributory hours. **Please notify Manion – Pension Department so that Manion can advise the pension plan custodian to suspend your pension payments.**

If you return to work after age 65, your pension will continue to be paid but you will receive no additional pension benefits credits for the contributions received during the time you are re-employed.

➢ Retirement Benefit

Benefit Amount on Retirement

If you retire after you reach age 65, you will receive a monthly pension of:

- $7.15 for each 100 hours you were employed with an employer for which contributions were made to the Pension Plan from January 1, 2013 to your retirement date.
- $5.30 for each 100 hours you were employed with an employer for which contributions were made to the Pension Plan from January 1, 2001 to December 31, 2012.
- $4.30 for each 100 hours you were employed with an employer for which contributions were made to the Pension Plan from February 1, 1974 to December 31, 2000.
- $26.00 for each year of credited Union membership below:

If you were a Member of the Resilient Floor Workers Local 2965 on February 1, 1974, and you continued to be a Member of the Union until the first contribution is made to the Plan on your behalf, you will be credited with the number of years you were a Union Member "in good standing" before February 1, 1974, less the first 4 years, to a maximum of 15 years.

Examples of How the Pension is Credited

We show below the amount of pension a Member would receive if they retire at age 65, works 1,500 hours each year, and was a Member of the Union from the date shown:

These examples use the pension benefit credits that apply as of January 1, 2020:

Example # 1

- This Member joined the Union February 1, 1975, and worked an average of 1,500 hours each year for 44 years 11 months until they reached age 65 on December 31, 2019:

  Pension credited at $4.30 for each 100 hours from February 1, 1975 to December 31, 2000:
  (based on 1,500 hours each year or $64.50 each year for 25 11/12 years)
  $64.50 x 25 11/12 ..... = $1,671.63

  Pension credited at $5.30 for each 100 hours from January 1, 2001 to December 31,2012:
  (based on 1,500 hours each year or $79.50 each year for 12 years)
  $79.50 x 12 ..... = $ 954.00

  Pension credited at $7.15 for each 100 hours from January 1, 2013 to December 31, 2019:
  (based on 1,500 hours each year or $107.25 each year for 7 years)
  $107.25 x 7 ..... = $ 750.75

  Total Monthly Pension payable at 65..... = $3,376.38

Example # 2

- This Member joined the Union January 1, 1993, worked an average of 1,500 hours each year for 32 years until they reached age 65 on December 31, 2024:

Pension credited at $4.30 for each 100 hours from January 1, 1993 to December 31, 2000:
(based on 1,500 hours each year or $64.50 each year for 8 years)
$64.50 x 8 ..... = $ 516.00

Pension credited at $5.30 for each 100 hours from January 1, 2001 to December 31, 2012:
(based on 1,500 hours each year or $79.50 each year for 12 years)
$79.50 x 12 ..... = $ 954.00

Pension credited at $7.15 for each 100 hours from January 1, 2013 to December 31, 2024:
(based on 1,500 hours each year or $107.25 each year for 12 years)
$107.25 x 12 = $1,287.00

Total Monthly Pension payable at 65..... = $2,757.00

➢ Payment of the Pension

When you retire, a statement will be provided to you which will include the monthly pension to which you are entitled in addition to other details relating to your membership in the Plan. This statement will outline the options which are available to you as a result of your retirement. The amount of monthly pension you will receive depends on the form of pension you choose, with a reduction being made if you retire early.

Your pension will always be paid to you every month for as long as you live.

Unless you choose otherwise, your pension is guaranteed for 120 months. This means that if you die before you have received 120 payments of your monthly pension, the pension is paid to your beneficiary until 120 months of pension are paid in total. (For example, if you received 80 monthly payments while alive, your beneficiary will receive 40 monthly payments.) If you live for more than 120 months, your pension will continue to be paid to you for as long as you live.

a) If you have a Spouse

If you have a Spouse when you retire, your pension will automatically be ***reduced*** and paid not only for the rest of your life, but 60% of your benefit amount will continue to be paid to your spouse for the rest of your Spouse's life (after your death). This pension is in lieu of the life pension with the 120-month guarantee.

Joint and Survivor Pension – If you are retiring and have a Spouse, your Spouse may waive his/her entitlements under the Joint and Survivor form of pension. This waiver must be on a prescribed form (with the completed Certificate of Independent Legal Advice on Waiver of Joint and Survivor Pension Form or the completed Certificate of Independent Legal Advice on Waiver of Joint and Survivor Pension Waiver Form) and must be submitted to Manion prior to your retirement. If such a waiver is filed with Manion, you may choose to receive your Retirement Pension in any one of the forms indicated below or as a life pension with a 120-month guarantee (as described above).

b) Optional Forms of Pension

Depending on your personal circumstances the above benefits may not be the best benefit for you. Instead of the benefits noted above, you may choose in writing, before your pension benefits begin, from the following options:

- **Life Pension – no guarantee (not recommended)**

  Monthly pension payable for your lifetime only – pension ceases when you die. There is no benefit payable after your death. There is no guaranteed or survivorship benefit and the pension dies with you. If you retired in January and unfortunately died within a month, the pension would cease, and no further benefits will be paid to anyone.

- **Life Pension – guaranteed 60 months**

  Monthly pension payable for your lifetime and is guaranteed for 60 months. If the you die before receiving 60 monthly pension payments, your beneficiary will be entitled to receive the remaining payments. If you die after receiving 60 or more monthly payments, the pension ceases when you die.

- **Life Pension – guaranteed 180 months**

  Monthly pension payable for your lifetime and is guaranteed for 180 months. If you die before receiving 180 monthly pension payments, your beneficiary will be entitled to receive the remaining payments. If you die after receiving 180 or more monthly payments, the pension ceases when you die.

- **Joint Pension – reducing to 60%**

  Monthly pension payable for your lifetime. When you die, if the Spouse (at retirement) is living, 60% of the monthly pension payable to you at death continues to be paid to the Spouse for her/his remaining lifetime.

  The amount of the pension paid to you (and your spouse) in this case depends on the age of your Spouse.

- **Joint Pension – continuing at 100%**

  Monthly pension payable for your lifetime. When you die, if the Spouse (at retirement) is living, 100% of the monthly pension payable to you at death continues to be paid to the Spouse for her/his remaining lifetime.

  The amount of the pension paid to you (and your spouse) in this case depends on the age of your Spouse.

The optional forms of pension are calculated based on what can be provided with the "value" of the pension you have earned as a lifetime guaranteed 120 months up to the date of retirement. The amount of monthly pension payable will differ with each of the options; however, all of the pension options are of equal value.

Once your pension benefits begin you may not change the pension option. You may not change your beneficiary if you have elected a benefit that will continue for the rest of the life of another person (a Joint Pension). However, you may change your beneficiary if your pension is guaranteed for 60, 120 or 180 months.

Remember, your pension is always paid to you for the rest of your life no matter which form of payment you choose.

➢ Death Benefits

Before Retirement

In the event of your death, a death statement will be provided to your Spouse (or beneficiary). This statement will include the pension credited to the date of your death in addition to other details relating to your membership in the Pension Plan. This statement will also outline the options that are available to your Spouse (or beneficiary) as a result of your death.

Death Benefit Amount

a) Active Plan Member

In the event of your death, a Survivor Income Benefit in the amount of $10,000 under the Benefit Plan is payable to your Spouse or payable to your beneficiary if you have no Spouse. If you are an Active Member of the Plan who met eligibility requirements , the death benefit will not be less than the cash value of the pension earned from January 1, 1987, less the Survivor Income Benefit.

b) Inactive Plan Member

If you are no longer covered for the Benefit Plan Survivor Income Benefit, the cash value of the termination benefit, with respect to the pension benefits credited on or after January 1, 1987, is paid to your Spouse, or to your beneficiary if you do not have a Spouse.

Payment of this Death Benefit

Your Spouse, who meets the definition of Spouse on the date of your death and has not waived their entitlement to the pre-retirement death benefit will be entitled to receive any death benefit. If you do not have a Spouse or your Spouse has waived their entitlement to the pre-retirement death benefit, you must choose your beneficiary or the person you want to receive any death benefit, otherwise the benefit will be paid to your estate.

You can choose your beneficiary by completing a Member Information Card which you can get from Manion. You may change your beneficiary, subject to any legal restrictions. If you change your beneficiary, you must complete a new Member Information Card.

Note: If you have a qualifying Spouse, your Spouse may waive their entitlement to the pre-retirement death benefit. This waiver must be on a prescribed form (with the completed Certificate of Independent Legal Advice on Waiver of Joint and Survivor Pension Form or the completed Certificate of Independent Legal Advice on Waiver of Joint and Survivor Pension Waiver Form) and must be submitted to Manion. Your Spouse may cancel this waiver at any time before your death.

If you do not have a qualifying Spouse, or if your Spouse has waived entitlement to the pre-retirement death benefit, the death benefit will be payable to your beneficiary in the form of a lump sum payment. If you have not appointed a beneficiary, the pre-retirement death benefit will be paid to your estate.

If your Spouse receives the cash value of all or part of your pension, your Spouse may transfer the value to an RRSP. Your Spouse may elect to receive an immediate or deferred lifetime annuity, with or without a guarantee, in lieu of the cash payment.

After Retirement

In the event of your death after retirement and while you are receiving your pension in the form of a Joint and Survivorship benefit, your Spouse will continue to receive the same or a reduced pension (according to your choice at retirement) for the rest of your Spouse's life. If your Spouse dies before you, no further benefits are payable upon your death. **Please note that the "Spouse" referred to in this paragraph is the Spouse on your date of retirement. Any subsequent Spouse will not be entitled to this pension**.

In the event of your death after retirement *while you are receiving your pension in a form other than as a Joint and Survivor pension,* the remaining monthly pension payments, if any, will be continued to your beneficiary in accordance with the option you chose at retirement. This may vary depending on whether or not an election has been made under the Ontario Family Law Act.

Manion should also be contacted with respect to the Retiree Term Life Insurance (if applicable).

➢ Beneficiary Designation

Primary Beneficiary

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

If you do not have a qualifying Spouse, or if your Spouse has waived entitlement to the pre-retirement death benefit, the person you appoint as your beneficiary on your Member Information Card is the person who will receive any benefits payable as a result of your death. If a Member Information Card is not filed with Manion, the benefits will be paid to your estate.

You may change your beneficiary at any time subject to legal restrictions by requesting the appropriate form from Manion or your Local Union office. For your own protection, be sure to review your designated beneficiary outlined in your annual Personalized Benefit Statement.

Secondary Beneficiary

If you wish to designate a secondary beneficiary in case your beneficiary or Spouse pre-deceases you, make your secondary beneficiary 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.

Note: Changing Beneficiary Designation After Retirement

If you are retired and you wish to change your beneficiary, please contact Manion. You may only change your beneficiary if the form of pension selected allows this. If you have a Spouse at retirement and you selected a Joint and Survivorship pension, you cannot change your beneficiary.

➢ Termination of Plan Membership

Termination from the Plan

Your participation in the Pension Plan will terminate on the earlier of:

- no contributions have been made by Contributing Employer(s) on your behalf for a period of 24 consecutive months, provided you are not a Disabled Member or you are not working temporarily (not to exceed 12 months) in a jurisdiction outside the Union but subject to a Reciprocal Agreement, or
- the date you cease to be a Member of the Union in good standing prior to the earlier of your actual retirement date or your Normal Retirement Date.

You may elect, in writing, to the Board of Trustees, to retain membership in the Plan if you continue to be a Member of the Union in good standing, with no contributions on your behalf for a period of 24 consecutive months.

If contributions are received during any 24-month period then you continue to be an active Plan Member, and the previously credited benefit is added to the new benefits. If contributions are received after any 24-month period with no contributions, or after your Plan membership ceases, the first benefit you earned continues to be a separate benefit. You must again meet the eligibility rules described under “Eligibility for Plan Membership” on page P-1.

If you are issued a transfer card to another Carpenters Local, or another section of Local 27, you will always retain your benefits under this Plan. However, you have the following options with respect to the first 12 months after your transfer card is issued:

- The new Plan can forward contributions to this Plan for a period up to 12 months. At the end of the 12 months you must transfer your membership to the new Plan, or
- You can retain the benefits under this Plan and your new contributions will be credited to the new Plan.

If you stay in the Union but work for an employer that does not contribute to the Plan, you will receive the pension that has accrued to your credit to the date of your membership termination from the Plan, as summarized in Termination Benefits below.

For the purposes of this Plan, you will cease to be a Member of the Union when you are in arrears for Union dues for 6 months, and otherwise in accordance with the constitution and laws of the United Brotherhood of Carpenters and Joiners of America, Local 27, Resilient Floor Workers Section, and rules for Subordinate Bodies under its jurisdiction, and the Collective Agreement.

➢ Termination Benefits

Upon your termination of membership, a statement will be provided to you which will outline the options that are available to you as a result of your termination. If your membership terminates after the eligibility period for Plan membership you are entitled to 100% of the pension benefit earned under the Plan.

Benefit Options

You can elect to have your termination benefits paid as:

- A pension benefit payable from age 65. You can receive a reduced pension from age 55, as described in “Retirement Before 65.”

- A transfer of the cash value of the pension to a locked-in retirement account (LIRA), to your new employer's pension plan, to an insurance company to purchase an annuity, or to a Life Income Fund (LIF).
- A payment of the cash value of your pension if the pension payable at age 65 is less than 4% of the Year's Maximum Pensionable Earnings (YMPE) or the cash value of the pension is less than 20% of the YMPE in the year your membership terminates (For 2020, the YMPE is $58,700; 4% of which is $2,348 per year or $195.67 per month, 20% of the YMPE is $11,740).

MARRIAGE BREAKDOWN

➢ Marriage Breakdown – Ontario Family Law Pension Valuation and Division

Ontario made changes to the family law provisions of the Pension Benefits Act which were **effective January 1, 2012**. These changes establish a new process for the valuation and division of pension assets following the breakdown of a spousal relationship. This new legislation requires the pension plan administrator to calculate the value of the pension, provides for immediate division of the pension and payment to the spouse, and mandates the use of prescribed forms throughout the process.

The prior rules continued to apply until December 31, 2011. If the court order, family arbitration award or domestic contract that provides for the division of pension assets between the two spouses was made before January 1, 2012, a former spouse is not entitled to receive his or her share of the Plan Member's pension benefits until the Plan Member terminates plan membership, retires, dies or reaches the normal retirement date under the pension plan (whichever event occurs first).

If the court order, family arbitration award or domestic contract was made on or after January 1, 2012, the new rules will apply. The parties must apply directly to the Plan to get the valuation of pension assets for the division of the pension assets. ***The fee payable by the applicant (Member or spouse) to provide one calculation is $600.00.***

Note: If the Member and the Spouse request two Family Law Values with different dates the Plan will double the applicable fee amount shown above.

AMENDING THE PLAN

Under the terms of the Plan, Trustees must reduce benefit levels if at any time:

- they determine that the pension fund has a funding shortfall (i.e. the Plan does not have enough assets to fund the pensions already earned by members), or
- employer contributions are reduced or discontinued.

Trustees also have the power to change the Plan to ensure it continues to comply with applicable legislation (i.e. the federal Income Tax Act and Ontario's Pension Benefits Act).

Other Plan changes, including an increase or decrease in benefits, can be approved by the Trustees as long as those changes:

- are on the advice of the actuary
- have been approved by the Financial Services Regulatory Authority of Ontario, and
- do not result in a funding shortfall.

If the Pension Plan is fully terminated, after expenses related to the termination are paid the remaining assets would be used to provide benefits to Plan members. Pensions starting before age 65 would be based on a reduction from age 65. The Ontario government does not guarantee the pensions earned under a multi-employer pension plan such as this Pension Plan. Therefore, if the Plan had insufficient assets, benefits would be reduced accordingly. However, if the Pension Plan had excess assets benefits would be increased.

PLAN EXCLUDED FROM PROVIDING GROW-IN BENEFITS

The Pension Benefits Act of Ontario (PBA) 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, except for the following employees:

1) an employee who is a construction employee within the meaning of Ontario Regulation 285/01 (Exemptions, Special Rules and Establishment of Minimum Wage) made under the *Employment Standards Act, 2000*
2) an employee who is only on temporary lay-off within the meaning of subsection 56(2) of the *Employment Standards Act, 2000*

This change in the PBA 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 be equal to 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 they would have been entitled to the enhanced or unreduced pension under the pension plan, if his employment or plan membership had continued to that date.

This change in legislation provided multi-employer pension plans the option to elect to exclude the pension plan and its members for this requirement. As this pension is a multi-employer pension plan and most, if not all, of its members are construction employees who are excluded from this provision, the Board of Trustees elected, effective July 1, 2012, to exclude the Pension Plan and its members from grow-in benefits upon termination of employment.

APPLYING FOR PENSION BENEFITS

➢ Complete an Application

When you retire you must complete an application to start receiving your pension. Your pension or other benefits provided under this Pension Plan are not paid automatically.

Obtain an **APPLICATION FOR BENEFITS** form from the Union office or Manion. **Complete and return it to Manion before your retirement date.** In all cases, the application form must be accompanied by a photocopy of your proof of age. For retirement the application form must also be accompanied by photocopies of your Spouse's proof of age, your marriage certificate and your Spouse's Social Insurance Number if applicable.

➢ Considered Proof of Age

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

1) Passport
2) Driver's licence
3) Citizenship papers
4) Immigration papers
5) Military record

➢ Considered Proof of Marital Status

If you are married, a copy of the marriage certificate will suffice, provided your Spouse is residing with you at that time. If you are living common-law, Manion requires proof of the existence and the duration of the relationship. This is provided through submission of an affidavit of marital status sworn before a Commissioner of Oaths.

If you are divorced or legally separated, Manion requires a photocopy of proof of such status. If this proof is not available, Manion requires you to complete a "Statutory Declaration Form," which can be obtained from Manion.

Plan Administrator
MANION WILKINS & ASSOCIATES LTD.
Pension Department
222 Rowntree Dairy Road, 3rd Floor, Woodbridge, Ontario L4L 9T2
Telephone: 416-234-3511 ♦ Toll Free: 1-866-532-8999
Fax Number: 905-264-6344

GENERAL PENSION PROVISIONS

➢ Reciprocal Transfers on Transfer to or from Another Local Union/Pension Plan (Reciprocal Agreements)

The Trustees want to protect your Pension Plan benefits and contributions if you transfer to a Carpenters' Local Union not covered by this Plan. To do this, the Trustees have signed Reciprocal Agreements with the trustees of other pension funds. These Reciprocal Agreements provide for the transfer of pension 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 pension 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 and send it to your Union office when you first start to work in the area. Reciprocal transfers do not happen automatically.

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

➢ Assignment of Benefits

The Pension Plan is designed to help provide you and your family with financial security; therefore, you may not assign your right to benefits under this Plan. Benefits may be assigned to your Spouse only upon a marriage breakdown and upon written direction contained in a domestic contract or court order.

➢ Disclosure

Upon written request, copies of Plan Documents may be obtained from Manion or the Financial Services Regulatory Authority of Ontario (the “FSRA”). However, there will be a charge for this service. Alternatively, you may review the documents at the offices of Manion or FSRA.

➢ Mental or Physical Incapacity

Should it be determined that you, your Spouse or your beneficiary have, because of mental or physical incapacity, become unable to care for your financial affairs, the Trustees will have your benefit payment redirected to your legal guardian, representative or committee.

➢ Appeal

Any person who wishes to appeal any Manion’s action must notify the Board of Trustees by letter sent care of Manion. Such person may be given an opportunity to appeal before the Trustees. The decision of the Board of Trustees is final and conclusive and binding on all persons.

➢ Termination of Plan

The Trustees hope to keep the Plan running for many generations to come. However, if it becomes necessary to wind-up the Plan, expenses related to the wind-up will be paid from the Fund. All benefits under the Plan will be vested which means that all members will be entitled to the pension benefits which have been credited under the Plan. In the unlikely event that the Plan should wind up in a deficit position, benefits will have to be reduced. A termination statement will be provided to you which will identify the pension credited to you in addition to other details relating to your membership in the Plan. This statement will outline the options which are available to you as a result of the termination of the Plan. As an option, you may direct that the cash value of the pension benefit be transferred to one of the vehicles outlined in the “Termination Benefits” section of this booklet. Should you not elect a transfer, an immediate or deferred pension will be purchased on your behalf from an insurance company.

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. 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 90 days following the close of each fiscal year of the Fund and is filed with the regulators.

ACTUARY

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

By law, the Plan must be valued by an Actuary every three years. This valuation determines the Plan's ability to increase benefits in good times or adopt prudent measures to safeguard benefits in bad times. To keep close watch on the health of this Fund, the Trustees perform an actuarial valuation yearly.

PLAN ADMINISTRATOR

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

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

INVESTMENT MANAGERS AND CUSTODIAN

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

(c) Oversight Role of the Board of Trustees

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

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

The Trustees hold meetings on a regular basis, usually 4 to 6 full days per year. At each meeting, they discuss the activity of the Pension Trust Fund and Pension Plan since the last meeting. Each service provider must report to the Trustees on a regular basis and attend Trustees' meeting as requested by the Trustees. Any questions, suggestions, or complaints addressed to the Trustees with respect to benefits, service providers or otherwise are discussed at the meetings of the Board.

(d) Communications

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

GOVERNMENT BENEFITS

The benefits under this Plan are paid regardless of what you receive from any Government Plan including the Canada Pension Plan and the Old Age Security Act.

Most Guaranteed Income Supplements provided by the Federal or Provincial Government would, however, take the amount of your Resilient Floor Workers - Local 27 pension into consideration. The "Clawback" provision in the Old Age Security Act will also take the amount of your Resilient Floor Workers - Local 27 pension into account.

For your information, the maximum 2020 Canada Pension Plan pension benefit payable at age 65 is $1,175.83 per month. The Old Age Security Act benefit maximums for January 2020 are $613.53 monthly pension, $916.38 single Guaranteed Income Supplement and $551.63 married Guaranteed Income Supplement.

➢ Early Retirement Benefits – Canada Pension Plan (CPP)

Canada Pension Plan benefits are available upon application to the Government any time as early as age 60 or as late as age 70 to those individuals who have paid into the plan while employed. CPP payments are not automatic. Even if you do not retire at age 60, you are eligible to collect CPP, but you and your Employer will still be required to make CPP contributions until age 65. The maximum CPP pension available at age 65 in 2020 is $1,175.83 a month.

If you are entitled to a full CPP benefit at age 65 and you apply before age 65 in 2020, your pension is reduced. The approximate maximum monthly amounts payable in 2020 would be:

Retired at age 64:	$1,091.17	-7.2%
Retired at age 63:	$1,006.51	-14.4%
Retired at age 62:	$921.85	-21.6%
Retired at age 61:	$837.19	-28.8%
Retired at age 60:	$752.53	-36.0%

If you decide to start CPP after age 65, you will receive a larger monthly amount. The maximum monthly amount you can receive from CPP is reached when you turn age 70. You will receive 0.7% more for each month that you delay taking CPP, up to a maximum of 42.0% if you take CPP at age 70.

Starting in 2019, CPP will gradually increase due to the CPP enhancement. The enhancement works as a top-up to the base, or original CPP, and will mean higher benefits in retirement in exchange for making higher CPP contributions. The CPP enhancement will only affect you if you work and make contributions to CPP as of January 1, 2019.

By signing in or registering for a My Service Canada Account (MSCA), you can apply for your CPP online at www.Canada.ca (services / benefits / public pensions / Canada Pension Plan Retirement Pension). If you are not able to apply online, you will need to complete the Application for CPP and include certified true copies of the required documentation and mail it or bring it to the Service Canada Centre closest to you. Mailing addresses are provided on the form.

➢ Old Age Security (OAS) and Guaranteed Income Supplement (GIS)

If you are living in Canada, you are eligible for OAS if you are 65 years old or older, a Canadian citizen or legal resident at the time your OAS application was approved and you have resided in Canada for at least 10 years since the age of 18.

Service Canada implemented a process to automatically enrol you to receive OAS pension commencing one month after you turn age 65. If you are automatically enrolled, Service Canada will send you a notification letter the month after you turn 64. If you did not receive a letter from Service Canada informing you that you were selected for automatic enrolment, you must apply in writing for the OAS pension. Complete the Application for OAS form, and mail it or bring it to the Service Canada Centre closest to you. Mailing addresses are provided on the form.

You can defer receiving your OAS for up to 60 months (5 years) after the date you become eligible for an OAS pension in exchange for a higher monthly amount. If you delay receiving your OAS pension, your monthly OAS pension payment will increase by 0.6% for every month you delay receiving it, up to a maximum of 36% at age 70. If you choose to defer receipt of your OAS pension, you will not be eligible for the GIS, and your spouse or common-law partner will not be eligible for the Allowance benefit for the period you are delaying your OAS.

If you are eligible, Service Canada implemented a process to automatically enrol you to receive GIS. You cannot receive the GIS unless you are receiving the OAS. If you are a low-income senior, you will be automatically considered for the GIS based on your tax filings. Benefits will commence for low-income seniors beginning one month after they turn 65.

You can delay receiving both the OAS pension and GIS benefit, or you can receive the OAS pension and delay receiving the GIS benefit, by going into your My Service Canada Account and follow the directions, or you can send a letter to Service Canada. The letter should say:

- I declare that I do not want to receive the OAS pension or the GIS benefit at this time, or
- I declare that I do not want to receive the GIS benefit at this time but still want to receive the OAS pension.

Include your name, address, telephone number, signature and date. Also include your client identification number on the first page of your notification letter you received from Service Canada.

Building Blocks of Your Retirement Income
Your other savings
Your personal RRSP
The Resilient Floor Workers Local 27 Pension Plan
Guaranteed Plans (Canada Pension Plan, Old Age Security, Guaranteed Income Supplement etc.)

YOUR TAX POSITION AND RRSPS

➢ Tax Deferred Contributions

The contributions which your employer(s) makes to this Plan for you are not included as part of your earnings and you do not pay any tax on them at the time they are paid into the Plan. However, benefits you receive from this Plan must be included in your taxable income in the year the benefits are paid to you. Typically, your income and tax rate will be lower after your retirement, so you will pay less tax on your pension income.

Any lump sum payment made to you, your spouse or your beneficiary is subject to applicable income tax.

No tax is withheld if you direct the transfer of the lump sum payment to your own individual LIRA or RRSP. The Income Tax Act limits the amount you may transfer out of the Plan on a tax-deferred basis to your individual LIRA or RRSP. Any amount above this limit is payable as cash (less applicable withholding tax).

➢ Tax Receipts - Retirees

Retirees, spouses or beneficiaries in receipt of a monthly pension under this Plan will get a T4A in February showing the amount of pension paid to them in the previous year. This T4A must be included with their income tax return and the amount of the benefit added to their "taxable income."

Note: The T4A is issued by the trust company that sends the monthly pension cheques, not by Manion.

➢ Registered Retirement Savings Plan (RRSP) Limits

Your RRSP (Registered Retirement Savings Plan) contribution limit for each year is the lesser of the dollar amount stated below and 18% of your earned income in the previous year less your Pension Adjustments (PAs★) in respect to all registered plans.

★ PA - the Pension Adjustment amount is the value of the benefits earned for the year in respect of all employer sponsored plans.

Tax Year	Maximum Contribution
2020	$27,230
2019	$26,500
2018	$26,230

Note: This calculation will be done by Canada Revenue Agency and you will be informed of your contribution room based on your earned income reported on your income tax return in the previous year (up to the RRSP contribution limit).

GENERAL DEFINITIONS

The following definitions apply throughout this plan unless a term is defined differently within a specific coverage for the purpose of that coverage.

Accident means an unexpected or unforeseen happening or event involving an external force, causing loss or injury, independently of all other causes.

Actively at work: A Member shall be considered actively at work if such person is actively working for a Contributing Employer.

Contributing Employer or Employer means:

a) **with respect to the Benefit Plan:** an employer who is a party to, or bound by, a Collective Agreement with the Resilient Floor Workers – Local 27 or such other definition as given in the Collective Agreement, and who is required or permitted to make payments to the Welfare Trust Fund for the purpose of providing coverage for Members, of such Employer, who are eligible to be covered under the Benefit Plan.

b) **with respect to the Pension Plan:** any company governed by the collective bargaining agreement between the Union and the Employer Association(s) that makes the required contributions to the Pension Trust Fund and the Union.

Chronic care facility must be on the list of recognized provincial facilities and ward care must have been paid by the provincial health plan. The chronic care facility cannot be used primarily as a:

- rest facility for the aged,
- facility for drug or alcohol rehabilitation or therapy,
- facility for mental illness, or
- facility for custodial or chronic care.

Convalescent Care Institution must be on the list of recognized provincial facilities and ward care must have been paid by the Provincial Health Plan. Convalescent care means an active treatment for rehabilitation for a condition that will significantly improve as a result of convalescent care; and that immediately follows 3 or more days of confinement for acute care. Such facility:

- operates primarily to provide care for the chronically ill;
- requires that every patient be under the care of a Physician;
- provides 24-hour nursing services by registered nurses;
- is not primarily operated as a maternity home, a nursing home or a place for rest, or for the care and treatment of the aged, the blind, the deaf, the mentally ill, Drug addicts, or alcoholics; and
- is not primarily providing custodial care.

Covered Percentage shall mean the percentage of eligible charges shown in the Schedule of Benefits, which will be reimbursed under a coverage after satisfaction of the deductible.

Covered Person shall mean an individual who is covered as a Member or a qualified Dependent under the Plans.

Deductible shall mean the amount of eligible charges shown in the Schedule of Benefits, which must be paid by or on behalf of a covered person in any calendar year before reimbursement will be made under a coverage.

Dentist shall mean a doctor of dentistry, licensed to practice dentistry in the place where the services are provided.

Dependent means the following persons who are residents in Canada:

1) The **Spouse** of a Member:
   a) **with respect to the Benefit Plan**, other than the benefits as outlined in item b) below, shall mean:
      - a person married to the Member as a result of a valid civil or religious ceremony; or
      - a person whose common-law★ relationship with the Member has existed for a minimum period of 12 consecutive months immediately prior to the date on which a claim arose, provided such relationship includes continuous cohabitation, public representation of married status, and maintenance of one person by the other.
      - Only one Spouse will be eligible for benefit coverage and will be as indicated by the Member on their Member Information Card (MIC). Where this information is not contained in the MIC, the person who qualifies last under this definition will be the eligible Spouse.

      ★ The common-law spouse eligibility rules for health and dental benefits are as follows:

      i) For a Member who is currently in benefit, spousal coverage for a common-law spouse (not identified previously) will become effective 12 months from the date a new Member Information Card (MIC), identifying the common-law or same-sex spouse, is received by Manion.

      ii) For a Member who is currently working toward initial eligibility or reinstatement, spousal coverage will become effective on the later of (i) the 12-month continuous cohabitation has been satisfied; or (ii) the date the Member becomes eligible for benefits if the Member has been cohabitating continuously with the common-law spouse for 12 months or more.

   b) **with respect to the Pension Plan**, shall mean, in accordance with the Pension Benefits Act, R.S.O. 1990 a person who at the date of 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 manner characteristic of a legally married couple for a period of not less than three years or in a relationship of some permanence if they are the parents of a child as set out in Section 4 of the Children's Law Reform Act of Ontario.

2) Each child (from 14 days of age with respect to Dependent Life insurance) of a Member. A dependent child shall include children of the marriage, legally adopted children and children of the Member's spouse. To be considered a Dependent, the child must be unmarried, not employed on a regular and full-time basis, and younger than 21 years of age. A child of age 21 or older but younger than age 25 will be considered a Dependent if in full-time attendance at an accredited school, college or university. A student whose normal residence is in Canada will also be considered a dependent when attending school outside Canada. (Proof of school attendance is required annually. You must provide the name of the institution where the student is enrolled, the program they are following and academic year for which they are registered. To show the required proof, provide a copy of the student card, and a copy of the registration form or a letter from the institution.)

   A child of the Member's Spouse shall be considered a Dependent only if:
   i) they are also the Member's child; or
   ii) the Spouse is living with the Member and has custody of the child.

The coverage of a Dependent Child who is incapacitated due to a mental or physical handicap on the date they reach the age when such child would no longer be eligible for coverage as described above, will be continued under the Plan. A child is considered incapacitated if such child is incapable of engaging in any substantially gainful activity, unmarried, and dependent on you for support, maintenance and care, due to a mental or physical disability. To continue a child's coverage under this provision, proof of incapacity existed while covered as a Dependent Child should be provided to Manion within 31 days before coverage would otherwise terminate. Contact Manion for the Extension of Coverage for Incapacitated Dependent Child Application Form. Incapacitated children are not covered for Dependent Child Life Insurance.

Stepchildren and legally adopted children may be included the same as your natural children when living with you, provided they depend on you for support and maintenance and are eligible for a deduction under the *Income Tax Act (Canada)*. (Note: Foster children are not eligible for Dependent Life Insurance.) A stepchild must be living with you to be an eligible Dependent.

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

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

Eligibility requirements shall mean the rules, regulations and procedures established from time to time by the Trustees for determining the eligibility of Members for health and welfare benefits provided under the Welfare Trust Fund.

Illness/Sickness shall mean any disorder of the body or mind diagnosed by a physician, including any complications resulting from a pregnancy.

Injury shall mean a bodily injury caused by external violent and accidental means.

Leave of absence shall mean a period of time away from work which the dates are fixed by legislation or by mutual agreement between the Employer and the Employee. Leave of absence also includes Maternity and Parental Leave of Absence, and other legislated job-protected leaves.

Maternity Leave of Absence shall mean the period of formal maternity leave to which a Member is entitled by legislation governing the Employer, or a longer period, if the Employer's normal practice permits.

For the purposes of this plan, Maternity Leave of Absence will be deemed to commence on the earlier of:

a) the date fixed by mutual agreement between the Employee and the Employer; and
b) the date the child is born.

Parental Leave of Absence shall mean the period of formal child care leave to which a Member is entitled by legislation governing the Employer, or a longer period, if the Employer's normal practice permits.

Life-Sustaining Drugs shall mean non-prescription Drugs which are necessary to sustain life.

Medically Necessary shall mean the service or supply is ordered by a physician and is commonly and customarily recognized throughout the Canadian medical profession as appropriate and required in the treatment of the patient's diagnosed sickness, injury or condition. The service or supply must not be educational, experimental or investigational in nature, nor provided primarily for the purpose of medical or other research.

Member

a) **with respect to the Benefit Plan**, shall mean a person who is:
   - a Member of the Union "in good standing", employed by an Employer who is obligated to make contributions to the Trust Fund on such person's behalf;
   - and working or available for work on the date benefit coverage commences;
   - and "in-benefit" for the welfare benefits. **In-benefit** means the Member has satisfied all of the eligibility requirements applicable under the Benefit Plan and is therefore eligible for coverage under these Plans.

   Member also means a **retired Member** who retires from active employment with the Employer and who is in receipt of a retirement benefit payments from the Pension Plan. A Member will be considered as a retired Member on the earlier of:
   - the date you retire, or
   - the end of the year in which you reach age 71

b) **with respect to the Pension Plan**, shall mean a Member of the Union, for whom contributions have been made by the Employer(s) to the Pension Trust Fund, provided such Member earns 700 or more hours for two consecutive calendar years or has earnings for hours in which Contributions are made to the Plan equal to or in excess of 35% of the YMPE for two consecutive calendar years.

Natural teeth shall mean teeth whether or not restored but shall not mean removable or fixed prosthetic devices.

Orthodontics shall mean the prevention or correction of teeth irregularities and malocclusion of the jaws, by wire appliances, braces or other mechanical aids.

Physician shall mean only a person who is duly licensed to prescribe and administer any drugs or to perform surgical procedures.

Plans shall mean:
- Resilient Floor Workers – Local 27 Benefit Plan (referred as "Benefit Plan");
- Resilient Floor Workers – Local 27 Pension Plan (referred as "Pension Plan").

Provincial government plan shall mean any plan that provides hospital, medical, or dental benefits established by the government in the province where the covered person lives and which is governed by the Canada Health Act.

Reasonable and customary charges shall 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.

Spouse – refer to definition of "Dependent."

Totally Disabled, with respect to Waiver of Premium benefit under Life and AD&D Insurance, shall mean the restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.

Trust Funds means

- Resilient Floor Workers – Local 27 Benefit Trust Fund (referred as "Benefit Trust Fund"); and
- Resilient Floor Workers – Local 27 Pension Trust Fund (referred as "Pension Trust Fund").

Union means Resilient Floor Workers Local 27 of Carpenters and Allied Workers – Local 27, United Brotherhood of Carpenters and Joiners of America, its successor and assigns.

OVERVIEW OF TRUST FUNDS' OPERATION

➢ How did the Plans start?

The Collective Agreement signed by the association (General Contractors' Section of the Toronto Construction Association) and Resilient Floor Workers – Local 27 provided for the payment, by the employers, of money into the Trust Funds for the establishment of the Benefit Plans.

➢ How does a Trust Fund work?

A trust is a relationship, which 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.

The Declaration of Trust outlines the provisions of the Trust Funds and allows for the appointment of Trustees to be responsible for the overall operation of the Plans.

➢ What is a Trustee and how are they appointed?

The person who holds the legal title to the property and who accepts the specific duties as per the Trust Agreement is called a Trustee.

Under the rules of the Trust Agreement, Trustees are appointed by the Resilient Flooring Contractors Association of Ontario.

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 Funds. Their responsibilities include, but are not limited to:

- receiving contributions and other income;
- safeguarding funds received;
- investment of funds;
- determining Member eligibility rules for the benefit programs;
- establishing the rules and regulations of the Plans; and
- ensuring proper administration of the Plans and compliance with government regulations.

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

➢ How 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 educational conferences and travel to Trustee meetings.

➢ How is the Administrator appointed?

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

➢ What control is there over the Administrator?

The Trustees and appointed Subcommittee hold meetings on a regular basis, usually 4 to 6 full days per year. At each meeting, they discuss the activity of the Trust Funds and Benefit Plans since the last meeting. Any questions, suggestions, or complaints addressed to the Trustees are discussed at the meetings.

The Trustees alone may make decisions regarding the rules and regulations of the Plans and the benefits to be provided. These decisions are based on the advice of professional advisors, auditors, investment managers, legal counsel, etc. In addition, the Trustees hire an independent auditor to audit the books and records of the Trust Funds and report to the Trustees at least once each year.

➢ How and when do the Employers pay?

In accordance with the Collective Agreement, contributions must be forwarded by first class mail and post-dated no later than the 15th of the month following the month in which the hours have been earned, to the Administrator appointed by the Trustees. The Employers' obligations are outlined in the Collective Agreement.

The Employers are provided with remittance forms on which they must report each employee's hours and salary earned.

➢ What happens if the Employer does not pay?

The Administrator sends a Demand Notice by Registered Mail to each delinquent Employer reminding them of their obligations under the terms of the Collective Agreement.

If the required payment is not received, legal action will be taken by the Trustees to collect the outstanding money.

➢ What is the role of the group benefit programs?

The benefit programs within the Resilient Floor Workers – Local 27 Benefit Trust Funds include the Benefit Plan and Pension Plan. The primary role of these group benefit programs is to supplement government programs by providing financial assistance in case of illness, accident or death. In addition, the Resilient Floor Workers Local 27 Pension Plan is a source of income at retirement.

The group life insurance and accidental death and dismemberment insurance are designed to partially replace income that is lost because of disability or death.

The health and dental care coverages are designed to be a source of reimbursement when you are faced with unexpected expenses.

➢ How is the Benefit Fund Reserve used?

Any contributions reported over and above the maximum a Member is allowed to accumulate in their Dollar Bank account are transferred to the reserve of the Fund. In addition, investment income, not required to pay operating expenses, is considered as part of the reserve.

These reserves are used to subsidize the cost of benefits when Members are unemployed, disabled or retired.

➢ Will the Trustees ever report to me?

Yes. The Trustees will report Plan changes to you as they occur, and annually in the form of a Personalized Benefit Statement.

DISCLAIMER

The Trustees have the authority to determine the nature, amount and duration of benefits to be provided through any of the Resilient Floor Workers - Local 27 Trust Funds and Benefit Plans. 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 accumulating “excessive assets.”

Please note that any particular benefit 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.

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