

**OPERATING ENGINEERS'
BENEFITS PLAN**

BOARD OF TRUSTEES

BRIAN COCHRANE
Chairman of the Board

BRAD RANDALL
Secretary of the Board

FRANK CARR
BRIAN LEFEBVRE
TIM CULLEN
GARRY MCINTOSH

LIONEL RAILTON, C.E.B., P.P.A.C.
Administrator

PLAN OFFICE
Room 402 - 4333 Ledger Avenue
Burnaby, B.C.
V5G 4G9

Telephone (604) 299-8341
Fax (604) 473-5236
Toll Free in B.C. 1(800) 663-9524

email: lrailton@iuoe115.com

Web Site: <http://www.iuoe115.com/benefits.htm>

First Edition:	October, 2002
Second Edition:	January, 2006
Third Edition:	July, 2008
Fourth Edition:	March, 2011

Note: Where the singular and/or masculine is used throughout this booklet, the same shall be construed as meaning the plural and/or feminine where the context requires.

INDEX

SECTION	Page
Foreword	4

PART I
**GENERAL INFORMATION
FOR MEMBERS**

1. Benefits of the Plan	5
2. Dependents	5
3. Establishing Eligibility for Benefits Under the Plan	8
4. Hour Bank Shortages	10
5. Limited Plan	11
6. Mini Plan	11
7. Plan B for Retired Members Age 60 or Over (Not Available for New Enrollment After January 31, 1994)	12
8. Retirees' Benefit Plan	12
9. Associate Members - Eligibility for Benefits	13
10. Termination of Benefits	14
11. Re-qualification After Benefits Terminate	16
12. Reciprocal Agreements with other Plans	16
13. Freezing Hour Banks	18
14. Financing the Plan	19
15. Exclusion from Benefits	19

PART II
MEDICAL PLAN

1. Medical Services Plan of British Columbia	21
2. Yukon Health Care Insurance Plan	22
3. Alberta Health and Wellness	22

PART III
EXTENDED HEALTH CARE BENEFITS

1. Introduction	23
2. Eligible Expenses	23
3. Reimbursement	28
4. Examples of Reimbursement	29
5. How to make a Claim	30
6. Additional Information Regarding Claims	30
7. Dual Coverage - Co-ordination of Benefits	31

8. Third Party Liability	32
9. Exclusions and Limitations	32

PART IV
DENTAL BENEFITS

1. Introduction	34
2. Eligible Services	34
3. Part A Services (Basic Dentistry)	34
4. Part B1 Services (Crowns and Bridges)	36
Part B2 Services (Dentures)	36
5. Part C Services (Orthodontia)	37
6. Reimbursement	37
7. How to Make a Claim	38
8. Change of Dentist	39
9. Exclusions	40

PART V
WEEKLY DISABILITY BENEFITS

1. Introduction	41
2. Benefits	41
3. How to Make a Claim	42
4. Additional Information Regarding Claims	43
5. Third Party Liability	43
6. Recurrence of Previous Disabilities	43
7. Exclusions and Limitations	44

PART VI
LONG TERM DISABILITY BENEFITS

1. Introduction	45
2. Definitions	45
3. Benefits	48
4. Time of Payment	50
5. Limitations	51
6. Exclusions	52
7. Medical Care	53
8. Rehabilitation	54
9. Third Party Responsibility	55
10. Claims Procedures	56
11. Assignment	57
12. Administration	58

PART VII
GROUP LIFE INSURANCE BENEFITS

1. Introduction	59
2. Life Insurance Protection Before Retirement	59

FOREWORD

The Operating Engineers' Benefits Plan (Plan) is in place for members of Local 115, and the various branches of Local 115 of the International Union of Operating Engineers (Union). The Plan was first instituted in 1965 as the Operating Engineers' Welfare Plan and renamed the Operating Engineers' Benefits Plan January 1, 2002. Since its inception the Plan has undergone a number of improvements.

The Trustees ask that you familiarize yourself with the details of this booklet in order that you have a clear understanding of how your Plan operates for the benefit of you and your family.

The Plan Booklet contains an outline of the benefits provided by the Plan effective January 1, 2006. Those benefits which became payable prior to January 1, 2006 are determined in accordance with the Plan as it existed on the date the benefit became payable.

We have entered into contracts which provide benefits under the Plan. In all cases the terms of these contracts and applicable legislation will govern the actual benefits provided. These contracts are available for inspection by the members of the Plan.

The payment of these benefits is made from the Operating Engineers' Benefits Plan and is dependent upon this Plan having sufficient financial resources to pay benefits.

The Plan may experience changes in the future. Members will be advised of changes when they occur.

This is your Plan and your interest and suggestions are welcomed. It is hoped that the Plan will always reflect the requirements of the members of the Plan. Our objective is to provide and maintain the best possible benefits for you and your family.

SINCERELY,

YOUR BOARD OF TRUSTEES

OPERATING ENGINEERS' BENEFITS PLAN
PART I

GENERAL INFORMATION FOR MEMBERS

1. BENEFITS OF THE PLAN

The following is a summary of the **Full Plan** benefits provided to eligible members and, where applicable, their dependents:

- (a) Government medical coverage with the Medical Services Plan of B.C. for residents of British Columbia and Alberta Health Care Insurance for residents of Alberta.
- (b) Extended Health Care Benefits.
- (c) Dental Benefits.
- (d) Weekly Disability Benefits.
- (e) Long Term Disability Benefits.
- (f) Group Life Insurance Benefits for Members and Spouses.
- (g) Accidental Death and Dismemberment Benefits.
- (h) Member & Family Assistance Program.

NOTE: If your permanent residence is outside of British Columbia, you are not eligible for coverage with the Medical Services Plan of B.C., except in special circumstances, such as a temporary transfer of employment up to twelve (12) months, provided prior authorization is obtained from the government.

You will remain eligible for Extended Health Care Benefits, Dental Benefits, Weekly Disability Benefits, Long Term Disability Benefits, Group Life Insurance Benefits, Accidental Death and Dismemberment Benefits and the Member & Family Assistance Program.

2. DEPENDENTS

- (a) Your spouse (spouse may include a common-law spouse who lives with you publicly as

your wife/husband provided you have no other spouse listed on the Plan's records as your dependent).

- (b) Your unmarried, financially dependent children who are less than 19 years of age, residing with and mainly supported by you.
- (c) Your unmarried, financially dependent children, who are between 19 and 25 years of age, are in full-time attendance at a recognized school or university and whose permanent residence is with you other than where temporary residence nearer to facilities is necessary during school term(s).

NOTE 1: A dependent is eligible for benefits when you are eligible for services or events occurring the first of the month after you provide the Plan office with the dependent person's full name, relationship to you, date of birth and any other information that may be requested by the Trustees in order to assist them to determine if the person is a dependent for the purposes of this Plan.

You must notify the Plan office of any changes in the status of your dependents. This will ensure that only eligible dependents are covered and that no claims are paid in respect to persons who have ceased to be dependents.

NOTE 2: For life insurance coverage to be provided for your common-law spouse, under the Group Life Insurance contract, your common-law spouse must have lived with you publicly for at least 12 months.

NOTE 3: If you are separated, you may continue to include your spouse (**not common-law**) and/or children under the Plan.

If you are divorced you may **NOT** continue to include your ex-spouse. Your children should be protected under the plan of the parent having custody.

NOTE 4: EFFECTIVE NOVEMBER 1, 1979,

due to Government Regulations, the Operating Engineers' Benefits Plan is unable to provide medical coverage for dependents who are 19 years of age or more and are NOT attending school full time. (Full time attendance at school is currently considered to be a minimum of 15 hours per week by the Medical Services Plan of B.C.).

The Board of Trustees of the Operating Engineers' Benefits Plan will continue to provide Dental, Extended Healthcare and the Member & Family Assistance Program benefits for those dependents between the ages of 19 and 21 who are unmarried, residing with and financially supported by you though they may not be eligible for medical coverage.

For dependents' medical coverage, as they reach age 19, and annually thereafter, prior to each birth month to age 25, you will receive notification from the Plan office advising that, unless they are in full time attendance at a recognized school, medical coverage will be discontinued and they must apply individually to their provincial government.

You will also receive annually up to the applicable age limit, based on their status, an authorization request from the Operating Engineers' Benefits Plan to confirm eligibility for the Dental, Extended Health Care and Member & Family Assistance Program benefits.

If these forms are not returned promptly to the Plan office, it will be assumed that such person is no longer a dependent and therefore ineligible for Medical and/or Dental, Extended Health Care and Member and Family Assistance Program benefits on the Plan.

NOTE 5: Your unmarried dependent children who are past 25 years of age will continue to be eligible for dental expense benefits if they are in full time attendance at a recognized school or university.

3. **ESTABLISHING ELIGIBILITY FOR
BENEFITS UNDER THE PLAN**

(a) To establish eligibility for benefits under the Plan you must fulfill **ALL** of the following requirements:

(i) You must be a member of Local 115 or one of the various branches of Local 115 of the International Union of Operating Engineers;

OR

You must have applied for membership in the Union and your enrollment on the Plan is approved by the Union;

OR

You must be working under permit issued by the Union and your enrollment on the Plan is approved by the Union, **and**;

(ii) You must file completed enrollment applications with the Administrator, **and**;

(iii) A minimum of 250 hours, at the Plan's current contribution rate, must be reported and paid to the Plan by a contributing Employer within the twelve consecutive month period immediately prior to establishing eligibility for benefits (a) to (d) and (f) to (h) in Part 1, Section 1.

(iv) A minimum of 375 hours, at the Plan's current contribution rate, must be reported and paid to the Plan by a contributing Employer within the twelve consecutive month period immediately prior to establishing eligibility for the Long Term Disability Benefits.

(b) Your eligibility for benefits begins on the first day of the month following the month in which **ALL** of these requirements are met.

The following example illustrates hours worked, hours received and the month of eligibility for commencement of benefits:

NOTE - The hours worked in January are not payable to the Plan Office until February 15th.

Month	Hours Worked by Member	Hours Received by Plan Office
January	100	0
February	50	100 (Jan. hours)
March	100	50 (Feb. hours)
April	125	100 (Mar. hours)

May Eligibility for Benefits 1(a)-(d) & (f)-(h) begins

June Eligibility for Long Term Disability (e) begins

- (c) All hours reported and paid are added to your Hour Bank if they are reported in the twelve consecutive month period before eligibility for benefits is established or in subsequent months.
- (d) Once you have qualified, 125 hours are withdrawn each month from your Hour Bank to provide benefits under the Plan. You may accumulate up to a twelve (12) month Hour Bank (1500 hours) that will be used during periods of reduced employment, illness, or extended vacation.
- (e) Your eligibility for benefits will continue for as long as your Hour Bank has sufficient hours, **AND** you remain in good standing with the Local Union.
- (f) No benefit is paid and no reimbursement is provided for expenses incurred by you or your dependents for services or supplies which are provided to you or your dependents, or for any disablement or death which occurred to you or to your dependents

either before you became eligible for benefits, or after your eligibility for benefits under the Plan has terminated.

4. HOUR BANK SHORTAGES

- (a) If you are a member of the Union, currently covered under the Plan, and the balance in your Hour Bank is less than 125 hours, you will be notified of the options of payment available to maintain eligibility for monthly benefits and the procedures required.

EXAMPLE:

Monthly eligibility for benefits requires	125	hours
Your Hour Bank balance is	<u>85</u>	<u>hours</u>
Therefore, you are short	40	hours

- (b) If you wish to maintain eligibility for Full Plan benefits, you must make a self-payment for the number of hours that you are short at the Plan's current contribution rate.
- (c) If you receive a Shortage Notice and would like to question the amount or hours, pay the notice within the required time and include an accompanying letter with explanation **or** contact the Plan office directly. Include your Social Insurance Number and the name of your employer.
- (d) Shortages may occur because you have not worked sufficient hours, your employer did not report within the required time, your name was accidentally left off the report, an error was made in the number of hours reported, or hours were reported under an incorrect Social Insurance Number. It is advisable that you keep your pay slips in the event that any errors do occur.
- (e) There are no limitations on the number of months you may continue to self-pay at the Full Plan rate provided you remain a member of the Union.

NOTE 1: The only way to guarantee continuous eligibility for benefits is to pay your shortage by the

date specified on the notice.

NOTE 2: Retired members do not qualify for Weekly Disability and Long Term Disability Benefits provided by the Full Plan.

5. **LIMITED PLAN**

You may pay your Shortage Notice at a reduced hourly rate for the following Plan:

Medical

Dental Benefits

Extended Health Care Benefits

Group Life Insurance

Accidental Death & Dismemberment

Member & Family Assistance Program

NOTE 1: If you are not retired, you will re-qualify for the Full Plan on the first day of the second month following the month that the Plan has received some employer contributions and you have paid your Shortage Notice, for that second month, at the Full Plan contribution rate.

NOTE 2: The Limited Plan does not include Weekly or Long Term Disability Benefits.

NOTE 3: The Limited Plan is available to all members paying Shortage Notices.

6. **MINI PLAN**

You may pay your Shortage Notice at a reduced hourly rate for the following Plan:

Medical

Extended Health Care Benefits

Group Life Insurance

Accidental Death & Dismemberment

Member & Family Assistance Program

NOTE 1: You will re-qualify for the Full Plan the first day of the month following the month that the Plan has received a total of 250 employer-contributed hours, at the current contribution rate, within a twelve (12) consecutive month period.

NOTE 2: the Mini Plan does not include Weekly Disability, Long Term Disability or Dental Benefits.

NOTE 3: The Mini Plan is available to all members paying Shortage Notices.

7. **PLAN B**

You may pay your Shortage Notice at a reduced hourly rate for the following Plan:

Medical

Extended Health Care Benefits

NOTE 1: If you are on Plan B you cannot, at a later date, obtain the other benefits available to retired members unless, subsequent to that date, you have at least 250 hours reported and paid by a contributing Employer, at the Plan's current contribution rate, within a twelve consecutive month period.

NOTE 2: Plan B ceased to be available for new retirees as of January 31, 1994. Plan B will be maintained for those members enrolled on Plan B as of January 31, 1994 until protection is no longer required. Plan B will cease to exist when there are no longer any members protected under this Plan.

8. **RETIREES' PLAN**

You may pay your Shortage Notice at a reduced hourly rate for the following Plan:

Extended Health Care Benefits

Group Life Insurance

Accidental Death & Dismemberment (if you are under age 65)

Member & Family Assistance Program

NOTE 1: Members electing the Retirees' Benefit Plan must apply for and maintain their own medical coverage.

NOTE 2: Retirees' Plan is available only if you are retired and eligible for benefits on the Operating Engineers' Benefits Plan.

NOTE 3: You may maintain the benefits of this Plan by making payments at a reduced hourly rate established by the Trustees.

NOTE 4: If you choose the Retirees' Benefit Plan you cannot, at a later date, obtain the other benefits available to retired members, with the exception of the Medical coverage, unless, subsequent to that date you have at least 250 hours reported and paid by a contributing employer, at the Plan's current contribution rate, within a 12 consecutive month period.

9. ASSOCIATE MEMBERS - ELIGIBILITY FOR BENEFITS

- (a) Associate Members are:
 - (i) Persons who are Employers, contributing to the Plan for members of the Union and who have agreed to participate as Associate Members, and the non-bargaining unit employees of such Employers. All non-bargaining unit employees of such Employers must be Associate Members.
 - (ii) Full-time employees of the Union, Benefits Plan, and Training Association.
 - (iii) Employer Trustees and their employees.
- (b) Associate Members are eligible for benefits (a) to (d) and (f) to (h) as listed in Part 1, Section 1 of this Plan Text.
- (c) Eligibility for benefits begins on the first day of the month following the month in which the Plan Office receives from your employer:
 - (i) 250 employer contributed hours, at the Plan's current contribution rate;
 - (ii) Enrollment applications filed with the Plan office.

NOTE 1: Associate Members are not eligible for Long Term Disability.

NOTE 2: Employers of Associate Members are

required to remit 125 hours monthly at the current Full Plan contribution rate. Such remittance and report are to be forwarded to the Plan Office not later than the 15th day of the month following the month for which the hours are being reported.

NOTE 3: Benefits for an Associate Member terminate on the last day of the last month for which the required payment has been made by the employer.

NOTE 4: Associate members are not eligible to self-pay for benefits.

10. **TERMINATION OF BENEFITS**

- (a) Eligibility for benefits is provided on a *whole month* basis with benefits terminating on the last day of the month if:
- (b) your Hour Bank falls below 125 hours and you fail to make the required payment by the date specified on your Shortage Notice, **or** you cease to be a member of the Union.
- (c) If your eligibility terminates as a result of Suspension of Union membership, your benefits under the Plan will cease until you have corrected your status. Upon receipt of verification of continuous membership, from the Local Union, your benefit eligibility will be reinstated retroactive to the date of cancellation. If you are reinstated from Suspension, with a break in continuous membership, your benefits will re-commence the first of the month following your reinstatement provided there are sufficient hours in your Hour Bank and the reinstatement occurs within a twelve-month period.

Should you subsequently become Expelled from the Union, all hours then in your Hour Bank will be transferred to the General Fund. **THESE HOURS WILL NOT BE TRANSFERRED BACK TO YOU UNDER ANY CIRCUMSTANCES.**

- (d) If your eligibility terminates as a result of non-payment of a Shortage Notice, all hours then in your Hour Bank will be retained for a period of not longer than twelve months.
- (e) If your application for membership in the Union is not accepted or you were working under permit issued by the Union and your eligibility under the Plan was approved by the Union, you will continue to remain eligible for benefits for as long as there are sufficient hours in your Hour Bank.
- (f) If you take a withdrawal or a travel card from the Union to work elsewhere, you will continue to be eligible for benefits providing you meet the requirements for each benefit, for as long as there are sufficient hours in your Hour Bank.
- (g) If you die, your dependents will continue to be eligible for benefits for as long as there are sufficient hours in your Hour Bank.
- (h) You will not be credited with any hours reported and paid by a contributing Employer during the period of time when the Trustees have deemed that you are ineligible to receive benefits under the Plan, or during the period of time that you are inactive with the Union.
- (i) If you fail to pay a Shortage Notice and your Hour Bank remains below 125 hours, you will receive a Cancellation Notice. Payment of this notice must be made by the required date or benefits will remain cancelled and you will be subject to the eligibility requirements of Part I, Section 11.
- (j) No benefit is paid and no reimbursement is provided for expenses incurred by you or your dependents for services or supplies which are provided to you or your dependents, or for any disablement or death which occurred to you or to your dependents before you became eligible for benefits, or after your eligibility for benefits under the

Plan has terminated.

**11. RE-QUALIFICATION AFTER BENEFITS
TERMINATE**

(a) If you reinstate your eligibility for benefits, you will be subject to the requirements as if you are a new member of the Plan. You may re-qualify for benefits provided:

(i) a minimum of 250 hours are reported and paid to the Plan by a contributing Employer, at the Plan's current contribution rate, within a twelve consecutive month period after your eligibility for benefits terminated;

AND

(ii) you are a member of the Union;

AND

(iii) you have filed enrollment applications with the Plan office as required.

(b) Your eligibility for benefits begins on the first day of the month following the month in which **ALL** of these requirements are fulfilled.

(c) You may not re-qualify by self-payment except by the payment of a current Cancellation Notice.

**12. RECIPROCAL AGREEMENTS WITH
OTHER PLANS**

(a) Reciprocal agreements provide for the orderly transfer of funds to the Plan under which a member of the Union receives credit for contributions and is eligible for benefits if:

(i) the member is temporarily working under the jurisdiction of another Local Union.

(ii) the terms of the collective agreement of

such Union require the employer to make contributions to that Local Union's Benefit Plan.

- (b) (i) Your Board of Trustees has signed Reciprocal Agreements with the Boards of Trustees of the following Benefit Plans:

LOCAL 955 - ALBERTA
LOCAL 987 - MANITOBA
LOCAL 793 - ONTARIO
LOCAL 905 - QUEBEC
(OFFICE DE LA CONSTRUCTION DU QUEBEC)
LOCAL 870 - SASKATCHEWAN
LOCAL 721 - NOVA SCOTIA
LOCAL 946 - NEW BRUNSWICK
LOCAL 902 - PRINCE EDWARD

ISLAND
LOCAL 904 - NEWFOUNDLAND

The National Reciprocity Agreement forms part of this document and is attached hereto as Schedule I.

- (ii) Your Board of Trustees has also signed Reciprocal Agreements with the Boards of Trustees of other Building Trades' Benefit Plans in British Columbia. You must contact the Operating Engineers' Benefits Plan office to confirm that there is a Reciprocal Agreement in effect in the event you may be temporarily employed within the jurisdiction of another trade.
- (c) If you are temporarily working under the jurisdiction of one of the above Unions, contact the Plan Office and provide the following information:
- (i) your name;
- (ii) your Social Insurance Number;

- (iii) the name of the contractor employing you;
 - (iv) the project where you are working,
 - (v) the date your employment on the project began, and;
 - (vi) the Union or jurisdiction under which you are employed and the Benefit Plan office in receipt of your contributions.
- (d) The Plan Office will then request the transfer of all applicable hours and contributions that are reported. All funds transferred are prorated to the current contribution rate in effect with Local 115's Benefits Plan.

13. FREEZING HOUR BANKS

- (a) In circumstances of temporary, alternate, unionized employment, the Plan provides an opportunity to freeze your Hour Bank. This action will avoid the withdrawal of the 125 hours required monthly to maintain your eligibility for benefits.

In order to freeze your Hour Bank:

- (i) You must contact the Plan office and request and complete the required form for Suspension of Hour Bank Disbursements. Your spouse's signature, where applicable, and the signature of a witness is also required, **and**
 - (ii) You must have at least 250 hours in your Hour Bank, **and**
 - (iii) You must be working for an employer under the terms of a collective agreement with an affiliated Union which offers equivalent protection to that being provided by the Plan.
- (b) If your Hour Bank is frozen the following conditions **must** be adhered to:
- (i) When your alternate benefit plan is cancelled you must immediately

reinstate your eligibility for benefits under the Plan, otherwise all hours that were frozen will be transferred to the General Fund.

- (ii) If you are Expelled from or Withdraw from membership in the Union, during the period that your hour bank is frozen, then all such hours will be transferred to the General Fund. These hours will not be transferred back to you under any circumstances.
- (iii) Should the contribution rate change during the period your Hour Bank is frozen, these hours will be pro-rated to reflect the number of hours at the new rate in effect at the time of resumption.
- (iv) There can be no claim against the Plan by you or your dependents for any benefits during the period that your Hour Bank is frozen.

14. FINANCING THE PLAN

- (a) For each hour of covered employment, participating employers make a monetary contribution to the Plan.
- (b) Contributions are payable to the Plan office by the 15th day of the month following the month in which you were employed.
- (c) Contributions are paid at the rate in effect under the collective agreement applicable to your employer.
- (d) Where contribution rates vary from agreement to agreement such hours of covered employment will be pro-rated as determined by the Board of Trustees from time to time.
- (e) It is advisable to keep your pay slips as errors may occur in reporting or tabulating hours. This will assist the Plan office to determine and correct possible discrepancies.

15. EXCLUSION FROM BENEFITS

- (a) Any member of the Plan who obtains, or attempts to obtain, a benefit under the Plan to which he is not entitled, (including a benefit which is greater than the benefit to which he is entitled), by submitting false, misleading or inaccurate information, may, at the discretion of the Trustees:
 - (i) be refused payment of every such benefit,
 - (ii) be denied eligibility for benefits under the Plan, **and**
 - (iii) be declared ineligible for any further benefits under the Plan unless the member can establish that any discrepancy in the information submitted was due solely to a bona fide error on his part.
- (b) **The Trustees shall have the right to recover from the Member any Benefit paid to the Member to which there was no entitlement.**
- (c) Any member of the Plan who is determined by the Union to be employed by an employer not signatory to an agreement with the Union, shall be deemed as acting contrary to the best interests of the Union and its membership, and shall be denied eligibility for benefits under the Plan for as long as such determination exists.
- (d) It is a criminal offense to represent as a matter of fact that which is known by the person making it to be false and that is made with a fraudulent intent to induce the person to whom it is made to act upon it.

PART II

MEDICAL PLAN

1. MEDICAL SERVICES PLAN OF BRITISH COLUMBIA

- (a) Upon eligibility for benefits, you and your dependents may be covered by the Medical Services Plan of British Columbia, provided you are a Canadian Citizen or Landed Immigrant and have been a permanent resident of the province of British Columbia for at least three months.
- (b) The official Medical Services Plan booklet explains the details of this Plan and is available through either the Plan or Government offices.
- (c) The Medical Services Plan provides for payment of costs for required medical, surgical, obstetrical and diagnostic services of medical practitioners.
- (d) Your Operating Engineers' Benefits Plan Group Number with the Medical Services Plan of British Columbia is 3131158.
- (e) Personal Health Care (B.C. Care) cards are issued by the government medical and will not be replaced or reissued when you establish eligibility under the Plan. New cards may be ordered directly through the Medical Services Plan of B. C.
- (f) When a member is eligible for or currently covered through a spousal, native or alternate group plan for government medical, he may elect to "opt out" of only the medical benefit on the Operating Engineers' Benefits Plan. Eligibility for benefits (b) through (h) will be established or continue in full effect, however, members electing this option will avoid unnecessary duplication of taxable income for medical premiums paid on their behalf by an employer. The medical benefit may be reinstated at any time provided the

member remains eligible for benefits under the Plan.

2. **YUKON HEALTH CARE INSURANCE PLAN**

Effective April 1st, 1987, coverage on the Yukon Health Care Insurance Plan is provided at no cost to residents of the Yukon Territory meeting the qualifying requirements.

Please contact Yukon Health Care and Human Resources for further information.

3. **ALBERTA HEALTH AND WELLNESS**

- (a) Upon eligibility for benefits, you and your dependents may be covered by Alberta Health and Wellness, provided you have been a permanent resident of the province of Alberta for at least three months AND are currently covered or have applied for Alberta Health and Wellness benefits.
- (b) The official Alberta Health and Wellness booklet explains the details of the coverage which is available in the province of Alberta.
- (c) Alberta Health and Wellness provides for payments of all medically required services received from physicians and osteopaths under an approved schedule of fees. Other related services are also covered but LIMITATIONS DO APPLY.
- (d) Your Operating Engineers' Benefits Plan Group Number with Alberta Health and Wellness is 32698.
- (e) Personal Health Care (Alberta) cards are issued by the government medical plan and will not be reissued or replaced when you establish eligibility under the Plan. Replacement or new cards may be ordered directly through Alberta Health and Wellness.

Medical premiums are taxable where contributions are made by employers.

PART III

EXTENDED HEALTH CARE BENEFITS

1. INTRODUCTION

- (a) Extended Health Care Benefits are provided for you and your dependents through the Board of Trustees of the Operating Engineers' Benefits Plan.
- (b) You are reimbursed, within limits, for the reasonable and necessary charges and fees paid for the following services and supplies.

2. ELIGIBLE EXPENSES

The following are eligible expenses when incurred by you and your dependents as a result of necessary treatment of illness or injury and ordered by a medical practitioner.

- (a) Only drugs and medicines which require a prescription will be covered as follows:
 - (i) Drugs,
 - Up to \$1,500.00 per family, per year, will be reimbursed at 80%.
 - Beyond \$1,500.00 per family, per year, will be reimbursed at 30%.

NOTE 1: Drugs purchased outside the province of residence, while on vacation, are considered part of your "Out of Country" expenses.

NOTE 2: The following drugs are **NOT** covered: Rogaine (or similar products for hair growth), nicotine patches, gum, or other nicotine suppressants, diet pills, all drugs or medicines that can be purchased without a prescription, and any other drugs which may, from time to time, be deemed ineligible for reimbursement by the Trustees of the Operating Engineers' Benefits Plan.

- (b) Charges for emergency ambulance service including transportation by railroad, boat or

airplane, or in an acute emergency by air-ambulance, from the place where the injury or illness occurs to the nearest acute general hospital and return fare, including the round trip fare for one attending person where necessary.

- (c) Out of province charges for hospital or physicians' services required in the event of an emergency while travelling or temporarily working outside of the province or territory of residence, to the extent that the total amount of such charges exceed the amount eligible under the respective provincial plan.

Expenses in excess of provincial medical payments are divided on a 50/50 basis, with the other carrier, to a maximum reimbursement of \$15,000.00 Canadian Funds in any 24-month period. All out of province expenses must be submitted to the provincial medical plan within 60 days of date of service or a portion may be rejected. Retain photocopies of all receipts or invoices and submit the photocopies, along with the medical plan statement to the Operating Engineers' Benefits Plan, so they can consider the balance not reimbursed by the medical plan.

NOTE: If you are leaving the country, we strongly recommend that you purchase additional medical insurance from a private carrier.

- (d) Referral expenses in excess of \$50.00, per year, incurred by you or your dependents when required to travel to a major centre for consultation or treatment. Transportation costs to and from your residence to a specialist or hospital of referral, not exceeding airfare plus ground transportation will be reimbursed.

NOTE 1: Parking fees and bus or taxi transportation around town are not covered.

NOTE 2: Ground transportation by personal

vehicle to and from your residence to the specialist or hospital of referral will be reimbursed as follows:

- Zero to 99 kms. = Nil
- 100 kms to 299 kms. (round trip) = \$50.00 per day, maximum 3 days, per referral trip.
- Over 300 kms. (round trip) = \$70.00 per day, maximum 3 days, per referral trip.

Receipts and/or proof of travel and confirmation that appointment was attended.

In conjunction with such referrals, you will be reimbursed up to \$50.00 per day, for a maximum of three (3) days, to assist with room and board costs where no hospital bed is available.

NOTE: A statement from your physician is required confirming the medical reason for the referral and whether an accompanying person is required.

- (e) Fees of a registered nurse, or licensed practical nurse as required, not related to the covered person, and not an employee of a hospital to a maximum reimbursement of \$5,000.00 per person per year.
- (f) Fees of a member of the Association of Physiotherapists or Massage Practitioners of British Columbia for office visit.

NOTE 1: Limit of one treatment per practitioner per day.

NOTE 2: Fees reimbursed at 80% to a maximum of \$45.00 per treatment.

- (g) Fees of a Podiatrist for office visit.

NOTE 1: Limit of one treatment per practitioner per day.

NOTE 2: Fees reimbursed at 80% to a maximum of \$45.00 per visit.

- (h) Fees of a Chiropractor, Registered Acupuncturist or Naturopathic Physician for office visit.

NOTE 1: Limit of one treatment per practitioner per day.

NOTE 2: X-rays, testing fees, medications, etc. are not covered.

NOTE 3: Fees reimbursed at 80% to a maximum of \$45.00 per treatment.

- (i) Therapeutic Aids include, but are not limited to; charges for oxygen, artificial limbs or eyes, CPAP machine, glucometer or similar blood testing device, blood pressure monitor, crutches, splints, casts, trusses, braces or other similar aids when prescribed by a Physician.
- (j) Charges for the rental, or where more economical, the purchase of durable medical equipment. This includes, but is not limited to; wheelchairs, hospital beds and Hoyer or track lifts for transfer to bed or bath.

NOTE: This does not include purchase or rental of commercial products such as Cyclo-Massage appliances, Slumber Magic appliances, etc.

- (k) Fees charged by a dentist for repairs to and replacement of natural teeth when injury is sustained as a result of an accident (external blow to the mouth) while the person is covered under the Plan and when such treatment occurs within one year of the date of accidental injury.

NOTE: Coverage is per Canadian Dental Fee Guide.

- (l) Charges of an approved acute general hospital for private or semi-private room.

NOTE: Rental of items such as a telephone, television, etc. are not eligible.

(m) Charges of a physician for medical examination required by Government statute or regulation for employment purposes only (e.g. Driver's Medical), provided such charges are not covered by the Employer under a Collective Agreement and provided no claim has been made under the government Medical Plan.

(n) Charges for prescription eyeglasses or contact lenses and/or eye exams to a maximum reimbursement of \$300.00 per member &/or dependent in any 24 month period.

NOTE 1: Glasses or contacts will be reimbursed at 100%, subject to the Plan's deductible.

NOTE 2: Repairs are NOT an eligible expense.

(o) Charges for hearing aids, prescribed by a Medical Practitioner, to a lifetime maximum reimbursement of \$1000.00 per member &/or dependent.

NOTE: Batteries and repairs are NOT eligible expenses.

(p) PUVA (Psoralens Ultra Violet Application) treatments to a maximum reimbursement of \$1,000.00 of benefit per treatment year for a period not exceeding 2 years.

PUVA treatments are for those persons with severe cases of vitiligo, psoriasis, atopic dermatitis, etc.

(q) Co-insurance of 20% for the purchase of dentures through a public denturist (dental mechanic).

NOTE: You must be eligible for the dental benefit under the Plan to receive

consideration of the co-insurance.

- (r) Custom made Orthotics or custom made orthopedic shoes when prescribed by a Podiatrist, Chiropractor or Physician.

NOTE: Custom “fit” Orthotics & “Nike” or similar shoes are NOT an eligible expense.

- (s) Charges for wigs (hair prostheses), required due to an acute medical condition, to a maximum lifetime reimbursement of \$300.00.

NOTE: Stands, brushes, etc. are NOT eligible expenses.

- (t) Charges for surgery for sleep apnea (Laser assisted uvuloplasty) to a lifetime maximum reimbursement of \$2,000.00.

NOTE: Facility fees are not an eligible expense.

- (u) Lifting chairs to a maximum of \$700.00 reimbursement.

- (v) Intraocular Lenses (foldable lenses) to a maximum of \$500.00 reimbursement per lens.

3. REIMBURSEMENT

- (a) No reimbursement is paid for the first \$25.00 of eligible expenses incurred by you and your dependents in any one calendar year.

NOTE: Expenses incurred in the last 3 months of the previous year, and not claimed in that year, can be used to reduce the \$25.00 deductible amount in the following year.

- (b) Once the annual deductible has been satisfied, you shall be reimbursed 80% of your eligible expenses until you have received \$1,000.00 of benefits for any one calendar year. Thereafter, the Plan will reimburse you 100% of the eligible expenses incurred in that calendar year.

- (c) The maximum reimbursement per person/dependent is limited to \$20,000.00 for each 24 month period, based on a calendar year, beginning January 1, 2002.

**4. EXAMPLES INDICATING THE
METHOD OF REIMBURSEMENT
CALCULATED BY THE PLAN:**

Example A – Drugs Less Than \$1,000.00

	<u>Submitted Expenses</u>	<u>Eligible Expenses</u>
Prescribed Drugs	\$ 80.00	\$ 80.00
6 Chiropractor Visit Fees (6 x \$25.00)	\$150.00	\$150.00
Prescription Eyeglasses (\$360.00)	<u>\$360.00</u>	<u>\$300.00</u>
TOTAL	\$590.00	\$530.00

OEBP Reimbursement =

- **80% of \$205.00 (\$80.00 + \$150.00 - \$25.00) = \$164.00**

Plus

- **100% of \$300.00 = \$300.00**

Total Reimbursement = \$464.00

Example B – Drugs Over \$1,500.00

	<u>Submitted Expenses</u>	<u>Eligible Expenses</u>
Prescribed Drugs	\$ 1,700.00	(*) \$ 1,500.00
(plus Plan's consideration of 30% of expenses above \$1,500.00)		\$ 60.00
6 Chiropractor Visit Fees (6 x \$25.00)	\$ 150.00	\$ 150.00
Prescription Eyeglasses	<u>\$ 360.00</u>	<u>\$ 300.00</u>
TOTAL EXPENSES	\$2,210.00	\$ 2,010.00

OEBP Reimbursement =

- **80% of \$1,250 = \$ 1,000.00**

Plus

- **100% of remaining expenses (\$250.00 + \$60.00 + \$150.00 + \$300.00 - \$25.00) = \$735.00**

TOTAL REIMBURSEMENT = \$1,735.00

5. HOW TO MAKE A CLAIM

- (a) Retain your receipts until the eligible expenses are greater than \$25.00. You may also retain them until the calendar year-end (deductible is taken only once annually) but your final claim for the year must be received by June 30th of the following year.
- (b) For prescription drug charges, obtain the official Pharmacare receipt from your pharmacist.
- (c) Request a claim form from the Plan Office and follow the instructions provided.
- (d) When properly completed submit the claim form, together with your receipts, to the **OPERATING ENGINEERS' BENEFITS PLAN.**

NOTE 1: Original, paid receipts must be submitted with all claims. Duplicates, cancelled cheques and cash register tapes will not be accepted. All receipts must indicate the name of the patient incurring the expense.

NOTE 2: It is recommended that you keep photocopies of all receipts for your files.

6. ADDITIONAL INFORMATION REGARDING CLAIMS

- (a) You have until June 30th to submit claims for eligible expenses incurred during the previous calendar year.
- (b) The Trustees reserve the right to refuse reimbursement should attempts be made, except through bona fide error, to make an excessive claim.

7. DUAL COVERAGE -- CO-ORDINATION OF BENEFITS

Where both the member and spouse are covered by their own Extended Health Care Benefit plans and have enrolled the other as a spouse, the member's plan is considered first payer (primary carrier) for the member's claims and the spouse's plan would be considered to be first payer on claims for the spouse.

Claims for eligible dependents, with dual coverage, are considered to be payable first by the plan of the parent whose birthday is first in the calendar year.

Example: If the member is born first, claims for the dependent would be treated as though the member's plan is first payer. If the member's spouse is born first in the year, the spouse's plan is first payer and the member's plan would consider the unpaid balance.

When submitting claims where dual coverage exists, please note the following:

- (a) it is important to provide details of the other plan, where requested, on the Extended Health Care Benefit claim form.
- (b) when submitting claims, previously submitted to another carrier, a copy of the remittance statement and payment information from the other carrier must be included, along with photocopies of the original receipts.
- (c) the Operating Engineers' Benefits Plan will reimburse the eligible unpaid balance to a

combined maximum of 100%.

8. THIRD PARTY LIABILITY

Benefits will be paid for illness or injury due to an incident in which a third party is liable or for which you are eligible for Workers' Compensation, Insurance Corporation of British Columbia or any other automobile insurer's wage-loss benefits provided that the Operating Engineers' Benefits Plan shall be subrogated to the claim of the member to the extent of benefits paid and on the condition that the member provide an assignment and agreement in the form prescribed by the Operating Engineers' Benefits Plan providing for direct reimbursement of benefits paid and an indemnification for all legal fees and disbursements actually incurred by the Operating Engineers' Benefits Plan on a solicitor and own client basis in enforcing the said assignment or the Member's obligation to so reimburse the Operating Engineers' Benefits Plan.

9. EXCLUSIONS AND LIMITATIONS

No reimbursement is paid for:

- (a) services or supplies obtained which are covered under the Medical Plan, Pharmacare, or any other public or private plan;
- (b) claims which are not paid by the Medical Plan, Pharmacare, or a private plan as result of your failure to submit a claim for benefit within the time and in the manner prescribed under these plans (e.g. Out-of-country claims submitted to the provincial medical plan past their deadline);
- (c) any portion of a specialist's fee not covered by the Medical Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such services, when performed within the province or territory of residence;

- (d) expenses resulting from war or an act of war or participation in a riot or civil insurrection;
- (e) expenses resulting from suicide or any attempt at suicide;
- (f) fees for dental services other than those required as a result of accidental injury to natural teeth;
- (g) treatment for diseases, conditions or injuries for which care, benefits or services are provided by or under the Medical Plan, or provided without cost or at nominal cost by public authorities, including Pharmacare;
- (h) expenses incurred for services and supplies obtained for cosmetic purposes;
- (i) expenses incurred on an elective basis;
- (j) expenses caused by occupational disabilities;
- (k) charges by a medical practitioner for services or procedures not covered by the Provincial Medical Plan (e.g. completion of forms, minor surgery and injections performed in an office or clinic);
- (l) drugs and medicines which are available without prescription;
- (m) Long Term hospital care (i.e. intermediate or extended care, nursing home etc.);
- (n) immunizations & vaccinations (e.g. flu shots, shots required for travel);
- (o) “aids to living” (e.g. hand rails, commodes, transfer boards, reachers, etc.);
- (p) sclerosing agents for varicose veins;
- (q) driver’s medical exam unless for employment (i.e. not covered when retired);
- (r) acupuncture and shiatsu massage;
- (s) laboratory fees in the province of residence (e.g. P.S.A. test, bone density test, M.R.I. or C.T. scan);
- (t) equipment ordered by physiotherapist;

- (u) laser surgery and surgical procedures not covered by the Medical Plan (e.g. mole removal, circumcision);
- (v) speech therapy;
- (w) no batteries, no repairs.

PART IV

DENTAL BENEFITS

1. INTRODUCTION

Dental benefit claims are adjudicated for members of the Operating Engineers' Benefits Plan by:

**D. A. Townley & Associates Ltd.
Under Group Policy Number 11030.**

When you become eligible for benefits you will receive an identification card which contains your name, group number, identity number and names of all dependents. A replacement card is issued by D.A. Townley & Associates when you notify this Plan Office of changes in the status of your dependents.

2. ELIGIBLE SERVICES

Services of the Plan are those designed to provide basic Dentistry, Crowns, Bridges, Dentures and Orthodontia. Services are paid in accordance with the Association of Dental Surgeons of B.C., General Practitioners' Fee Guide. A summary of these services follows.

3. PART A SERVICES:

NOTE: This part includes only those services routinely performed in the offices of general practising dentists. It does not cover crowns, bridges, removable prosthetic appliances or orthodontic services.

- (a) Diagnostic Services:
 - (i) Two standard oral examinations per calendar year.

- (ii) One complete oral examination every 36 months, provided no other oral examinations have been paid during the preceding six months to the same dentist.
 - (iii) X-rays, but not more than one full set every 36 months.
 - (iv) Consultations required by the attending dentist and other diagnostic aids as necessary.
- (b) Preventative Services:
- (i) Cleaning of the teeth (prophylaxis and scaling) twice in 1 calendar year.
 - (ii) Topical fluoride application – twice in one calendar year.

NOTE: Fee for fluoride application is paid only for combinations of both prophylaxis and fluoride application.
 - (iii) Space maintainers (where used to maintain space but not to obtain more space).
- (c) Surgical Services:
Extractions and other surgical procedures normally performed by a general practising dentist.
- (d) Endodontic Services (Root Canals):
Treatment of diseases of the pulp chamber and pulp canal.
- (e) Periodontic Services (Gums and Bones):
Treatment of diseases of the soft tissue (gum) and the bones surrounding and supporting the teeth, but not tissue grafts.
- (f) Restorative Services:
- (i) Stainless steel crowns.
 - (ii) Filling teeth with amalgam, synthetic porcelain, plastic, and composite resin restorations.

NOTE: The use of gold (inlays, onlays) is not

permitted except in cases where no other material could be used.

Patients choosing gold, where other materials would suffice, will be responsible for the difference in cost.

IN ALL CASES, PRE-AUTHORIZATION IS REQUIRED.

(g) Prosthetic Repair Services:

Repair of bridgework and the repair or reline of dentures.

Note: The repair or reline of dentures may be done by a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any 24 month period.

4. PART B (1) SERVICES:

For major reconstruction of badly decayed teeth and replacement of missing teeth, such as crowns and bridges.

(a) Crowns:

Rebuilding of natural teeth where other basic restorative methods cannot be used satisfactorily.

(b) Fixed Bridgework:

To artificially replace missing teeth with a fixed prosthesis.

(c) Replacement:

When a crown or bridge has been paid for under this Plan, replacement will not be paid for in less than 5 years from the previous date of service.

PART B (2) SERVICES:

Includes those services required to replace missing teeth with a removable prosthetic, such as a partial denture or a full denture.

(a) Prosthetics:

Removable prosthetics: full upper and lower dentures or partial dentures of basic standard design and material.

Full or partial dentures may be provided by a dentist or a licensed dental mechanic.

(b) Replacement:

When a denture has been paid for under this Plan, replacement will not be paid for in less than 5 years from the previous date of service.

5. PART C SERVICES: ORTHODONTIA

This part includes those services required for the straightening of teeth.

- (a) Claims for payment of orthodontia services are considered only where the practitioner has submitted a treatment plan to D.A. Townley & Associates Ltd. for approval, prior to commencement of treatment.
- (b) You must be eligible for benefits on the Plan prior to commencing treatment and must remain covered until treatment is completed.

NOTE 1: The Plan will accept no responsibility for orthodontic claims under Part C after coverage has been cancelled.

NOTE 2: The Plan will not consider payment for treatment which has not yet been provided. If payment is made to the orthodontist in advance of treatment being rendered, reimbursement will be made in accordance with the submitted treatment plan provided eligibility under the plan is maintained.

6. REIMBURSEMENT

- (a) The amounts considered and reimbursed are

in accordance with the terms and conditions of the Operating Engineers' Benefits Plan Text or the practitioner's usual and customary fee, whichever is lesser.

- (b) The fee paid to a specialist is the same as that paid to a general practitioner.
- (c) The following percentages are reimbursed:

PART A (Basic Dentistry)	90%
PART B (1) (Crowns and Bridges)	50%
PART B (2) (Dentures)	80%
*PART C (Orthodontia):	50%

NOTE: Orthodontia reimbursement to a lifetime maximum of \$2,000.00 per member or dependent.

- (d) If you or your dependents are eligible for reimbursement under another plan, the costs will be shared. All information regarding the other plan must be included when submitting a claim.
- (e) All costs which exceed the amount paid by the Plan are your responsibility.

7. HOW TO MAKE A CLAIM

All claims must be submitted to D.A. Townley & Associates Ltd. within 1 year of the date of service to be eligible for consideration by the Plan.

There are two possible methods:

- (a) Payment made by D.A.TOWNLEY & ASSOCIATES LTD. to a dentist or licensed dental mechanic.
 - (i) Practitioner completes the claim form and submits to D.A. TOWNLEY & ASSOCIATES LTD.

- (ii) D.A. TOWNLEY & ASSOCIATES LTD. makes payment of eligible expenses directly to the practitioner.
- (iii) Any portion of the claim not paid by D.A. TOWNLEY & ASSOCIATES LTD. may be charged to you by the dentist, by sending a statement and request for the unpaid balance.

OR

- (b) Payment made by the member to a dentist or licensed dental mechanic.
 - (i) After making full payment, obtain from the practitioner a standard dental claim form along with a receipt and comprehensive details of services provided.
 - (ii) Forward the claim form, along with the receipt and details, to D.A. TOWNLEY AND ASSOCIATES LTD.
 - (iii) D.A. TOWNLEY & ASSOCIATES LTD. will make payment of eligible expenses directly to you.
- (c) Ensure that the following information is included when submitting claims:
 - MEMBER'S FULL NAME
 - GROUP NUMBER (11030)
 - IDENTITY NUMBER (MEMBER'S S.I.N.)
 - NAME OF DEPENDENT INCURRING EXPENSE
 - CURRENT ADDRESS

8. CHANGE OF DENTIST

Should you find it necessary to change your dentist, after a course of treatment has commenced, please advise both dentists involved AND D.A TOWNLEY & ASSOCIATES LTD. Where there is no duplication of services, payment can be made.

9. EXCLUSIONS

No payment is made for expenses incurred as a result of:

- (a) Cosmetic or temporary dentistry, oral hygiene instruction, tissue grafts, transplants, drugs and medicines.
- (b) Treatment covered by the Workers' Compensation Board or other publicly-supported plans.
- (c) Services required as a result of an accident for which a third party is liable.
- (d) Completion of forms.
- (e) Implants for dentures and bridgework.
- (f) General anesthetics (dentists do not charge for local anesthetics).
- (g) Missed appointments.
- (h) Services not conforming to the terms and conditions of the Operating Engineers' Benefits Plan Text .
- (i) Expenses that exceed the terms and conditions of the Operating Engineers' Benefits Plan Text.

NOTE: Plan B, Mini Plan, and Retirees' Plan members are not eligible for benefits on the Dental Plan.

PART V

WEEKLY DISABILITY BENEFITS

1. INTRODUCTION

Weekly Disability Benefits are provided through the Board of Trustees of the Operating Engineers' Benefits Plan.

2. BENEFITS

- (a) Benefits are paid for periods of time during which you are prevented from working at your regular occupation as result of non-occupational injury or illness.
- (b) Benefits commence on the first day for a disability resulting from an accident, and on the fourth day for a disability resulting from illness.

NOTE: Benefits will only be paid while you are under the full-time care of a medical practitioner or registered chiropractor.

- (c) When the claim is signed by a medical practitioner, benefits will be paid for a maximum of 52 weeks for any one period during which you are totally disabled.
- (d) When the claim is signed by a registered chiropractor, benefits will be paid for a maximum of six weeks for any one period during which you are totally disabled.
- (e) Alcoholism and drug addiction will be considered as illnesses, only if you are undergoing "In House" treatment in a recognized rehabilitation centre.
- (f) Where there is any doubt as to the validity of a claim, the Board of Trustees reserves the right to obtain a second medical opinion from a medical practitioner or chiropractor of their choice.

- (g) The Weekly Disability Benefit is a two-tiered benefit. The benefit for the first 26 weeks will be \$468 per week, with a benefit of \$393 for the last 26 weeks.

The benefit is integrated with the Employment Insurance Sick Benefits. For those members who qualify for E.I. Sick Benefits, the first 6 weeks will be paid by the Operating Engineers' Benefits Plan Weekly Disability Benefit. The member will then go on E.I. Sick Benefits for 15 weeks, after which they will continue on the Operating Engineers' Benefits Plan Weekly Disability Benefit for the balance of the claim or until they are able to return to work.

Those members who do not qualify for E.I. Sick Benefits will stay on the Operating Engineers' Weekly Disability until they are able to return to work or for the 52 weeks.

NOTE 1: You must be eligible under the plan on the first day of your disability in order to receive benefits.

NOTE 2: All disability benefits are taxable as this Plan is considered an "Employer Contributed" Plan by Canada Customs & Revenue Agency even though you may make self-payments.

3. **HOW TO MAKE A CLAIM**

- (a) Contact your medical practitioner or registered chiropractor immediately upon becoming disabled.
- (b) Obtain a claim form from the Plan Office.
- (c) Complete the Claimant's Statement and sign the form.
- (d) Ensure that your doctor or chiropractor completes the Physician's Statement.
- (e) Send the claim form to the Plan Office.

This is your responsibility.

- (f) Claims are assessed by the Operating

Engineers' Benefits Plan. If approved, you will receive your bi-weekly benefit cheques by mail at your home address.

4. ADDITIONAL INFORMATION REGARDING CLAIMS

Claims should always be submitted within thirty (30) days of commencement of disability. Should special circumstances prevent you from doing so, a letter of explanation must accompany your claim. Claims submitted late may be disallowed by the Trustees.

5. THIRD PARTY LIABILITY

Benefits will be paid for disabilities due to an accident in which a third party is liable or for which you are eligible for Workers' Compensation, Insurance Corporation of British Columbia or any other automobile insurer's wage-loss benefits provided that the Operating Engineers' Benefits Plan shall be subrogated to the claim of the member to the extent of benefits paid and on the condition that the member provide an assignment and agreement in the form prescribed by the Operating Engineers' Health Care Benefits Plan providing for direct reimbursement of benefits paid and an indemnification for all legal fees and disbursements actually incurred by the Operating Engineers' Benefits Plan on a solicitor and own client basis in enforcing the said assignment or the Member's obligation to so reimburse the Operating Engineers' Benefits Plan.

6. RECURRENCE OF PREVIOUS DISABILITIES

- (a) Total disability caused by the recurrence of a previous illness or injury is considered to be a new disability provided that subsequent to the previous illness or injury:
 - (i) you were certified by your doctor or registered chiropractor as being fit to return to active employment on a full-

time basis, **and**;

- (ii) you returned to active employment on a full-time basis, or were available for such employment for at least two consecutive weeks.

In such event, benefits will commence and be paid as if you had not received benefits for that previous illness or injury.

- (b) Otherwise, any recurrence of an illness or injury is considered to be a continuation of your previous disability. In such event, benefits will commence immediately and will be made for up to the balance of the 52 week benefit period remaining from your previous disability.

7. EXCLUSIONS AND LIMITATIONS

- (a) No benefits will be paid for any period of disability arising from:
 - (i) Occupational accident or illness covered by the Workers' Compensation Act.
 - (ii) Self-inflicted injuries or diseases.
 - (iii) Injuries or diseases resulting from war or participation in a riot, or arising while serving as a member of any armed service.
- (b) No benefits will be paid for any period for which the person has, or will receive vacation pay for an annual vacation.
- (c) No benefits will be paid if it is determined that the member claiming disability benefits is receiving wages outside his regular occupation.
- (d) No reimbursement will be made for any cost incurred by you for the completion of a form.
- (e) Retired members or members who are receiving a pension from the Operating Engineers' Pension Plan are not eligible for Weekly Disability Benefits.

PART VI

LONG TERM DISABILITY BENEFITS

1. INTRODUCTION

Long Term Disability Benefits are provided through the Board of Trustees of the Operating Engineers' Benefits Plan.

The Long Term Disability Benefit may be amended by the Trustees without the prior approval of the Members at any time. The amendments must be consistent with the objectives of the Operating Engineers' Benefits Plan Trust Agreement.

In the event of the termination of the Operating Engineers' Benefits Plan Trust Agreement and subsequent termination of the Operating Engineers' Benefits Plan, as provided for in said Trust Agreement, the Long Term Disability Benefit will automatically terminate on the date the Operating Engineers' Benefits Plan is terminated.

2. DEFINITIONS

Throughout Part VI, the following definitions shall be applicable:

- (a) "**Benefit**" means an amount paid or payable pursuant to the Plan.
- (b) "**Benefit Payment Period**" means the period during a Member's Disability Period in which a Benefit shall be payable. The Benefit Payment Period shall commence on the date immediately following completion by the Member of the Qualification Period and shall continue up to and including the earliest of:
 - (i) the last day on which the Member is Disabled;

- (ii) the last day of the Maximum Benefit Payment Period;
 - (iii) the date of failure to provide requested written proof, satisfactory to the Trustees, of the Member's continued Disability;
 - (iv) the date of the Member's refusal to engage in a Rehabilitation program;
 - (v) the last day of the month in which death of the member occurs.
- (c) **"Dependent Child"** means a child of a Member who is eligible to receive Canada Pension Plan or Quebec Pension Plan disabled contributor's child benefits.
 - (d) **"Disabled"** means Totally Disabled and/or Totally and Permanently Disabled.
 - (e) **"Disability"** means the condition of a Member who is Disabled.
 - (f) **"Disability Period"** means the total amount of time a member is Disabled.
 - (g) **"Eligibility Date"** means the later of the Effective Date or the date Contributions designated by the Trustees to finance the Long Term Disability Benefits provided under this Plan have commenced being made or have been deemed by the Trustees to have commenced on behalf of a Member.
 - (h) **"Effective Date"** means May 1, 1996.
 - (i) **"Full Plan"** means all benefits as described in Part I, Section 1, (a) to (h) of the Operating Engineers' Benefits Plan booklet.
 - (j) **"Maximum Benefit Payment Period"** means a Benefit Payment Period as defined herein but not beyond the end of the month in which a Member attains his 55th birthday.
 - (k) **"Member"** means
 - (i) a Member as defined in Part I, Section 3 of the Operating Engineers' Benefits

Plan text, and

- (ii) those Members of the Operating Engineers' Pension Plan at May 1, 1996 who are continuously employed by the same employer until May 1, 2000, and who do not have an alternate Long Term Disability plan.
- (iii) those persons deemed to be Members by the Trustees.
- (l) **"Physician"** means a Doctor of Medicine (M.D.), duly licensed to practice medicine in the province in which the treatment is rendered.
- (m) **"Qualification Period"** means the first twelve (12) months of a Disability Period during which a member has a physical or mental condition which is so severe that the Member is unable to engage in his own occupation or employment, **OR** the period ending on the expiration of Weekly Disability benefits which the Member receives pursuant to the terms of Part V of this Plan.
- (n) **"Rehabilitation"** means any occupation or employment for wage or profit or any course of training that provides to or entitles the Disabled Member to receive any remuneration, allowance or other type of payment provided such Rehabilitation program has the approval of the Member's Physician and the Trustees.
- (o) **"Totally Disabled"** means a physical or mental condition which, in the opinion of the Trustees based on evidence submitted to them by one or more medical practitioners, is so severe that the Member is unable to engage in any gainful occupation or employment which he is reasonably suited to perform based on age, training and education and the Member has been Totally Disabled for at least 12 consecutive months.
- (p) **"Totally and Permanently Disabled"**

means a Disability in which a Member is Totally Disabled and such Disability is reasonably expected to last for the remainder of the Member's lifetime.

3. **BENEFITS**

Benefit Eligibility

To be eligible for a benefit the Member must be entitled to benefits on the Full Plan or as described in Section 2, (k), (ii) and (iii), of this Part VI.

To remain eligible for a benefit after the completion of the Qualification Period, a Member must be considered to be Totally Disabled for a 24 month period, and Totally and Permanently Disabled thereafter.

Amount Of Benefit

If a Member becomes Disabled, the Member shall receive, for the duration of the Member's Benefit Payment Period, a monthly benefit based on:

(a) the total accumulation of employer reported hours to the Operating Engineers' Pension Plan;

OR

(b) the total accumulation, since May 1, 1996, of employer reported hours to the Operating Engineers' Benefits Plan, including self-payments at the Full Plan rate, whichever is greater.

The amount of Benefit to be paid will be as follows:

375 hours to 7,500 hours	\$400.00 per month
7,501 hours to 15,000 hours	\$800.00 per month
15,001 hours to 22,500 hours	\$1,200.00 per month
Over 22,500 hours	\$1,600.00 per month

All Benefits are subject to any provisions for the reduction or termination of Benefits contained in this Part VI, but in no case will the reduced Benefit be less than \$200.00 per month. The

eligibility provisions and amount of Benefit will be reviewed by the Trustees from time to time and may be adjusted by the Trustees as a result of these reviews.

NOTE: All disability benefits are taxable as result of contributions being made by Employers.

Pension Accrual

During the Benefit Payment Period, a Member shall accrue pension on the Operating Engineers' Pension Plan as follows:

As determined by the Trustees, in consultation with the Operating Engineers' Pension Plan consulting actuary.

The eligibility provisions and amount of Pension Accrual will be reviewed by the Trustees from time to time and may be adjusted by the Trustees as result of these reviews.

The Pension Accrual for partial years of Long Term Disability benefits will be pro-rated.

For the purposes of Pension Accrual when the number of contributed hours falls between a 200 hour increment it will be rounded up to the next 200 hour increment.

Reduction of Benefits

Benefits will be reduced by:

- (a) fifty percent (50%) of any disability benefit the Member receives or is entitled to receive due to his Disability in respect of himself from the Canada Pension Plan or the Quebec Pension Plan;
- (b) any disability benefit the Member receives or is entitled to receive due to his Disability in respect of himself from:
 - (i) any group disability insurance plan;
 - (ii) any employee pension plan;
- (c) any income received or credited from any employer except the portion of income which

is exempted in connection with Rehabilitation employment.

In the event a Member fails to claim under the Canada/Quebec Pension Plan or any legislation of similar purpose, the Benefit will be reduced by the amount that the Trustees determine the Member would have received had the member made application under such legislation, including exhausting all available appeal and review procedures, and had been approved.

No reduction of Benefit shall result from any income payable to the Member from a personal, non employment-related insurance policy, nor shall there be a reduction for any other income the Member was receiving prior to becoming Disabled.

Once a claim has been approved by the Trustees, no further adjustments will be made to the amount of Benefit as a result of cost of living or similar adjustments in the benefits payable to the Member under the Canada/Quebec Pension Plan, or any legislation of similar purpose.

If a Member's disability benefit under the Canada/Quebec Pension Plan is increased by amendment on an ad hoc, non-recurring basis, the increase shall not be deducted from the amount of the Member's Benefit.

4. TIME OF PAYMENT

Benefits payable during a Disability Period shall be payable at the end of each calendar month during the Benefit Payment Period. When a member commences a benefit during a month, the balance of the first payment will be made at the end of that month. The amount of such Benefit shall be the amount of monthly Benefit being paid to the Member divided by the number of days in the applicable month multiplied by the number of eligible days paid to the end of that month.

Any balance remaining unpaid at the end of the Benefit Payment Period shall be payable on the last day of the Benefit Payment Period. The

amount of such Benefit shall be the amount of monthly Benefit being paid to the Member divided by the number of days in the applicable month and multiplied by the number of eligible days paid to the end of the Benefit Payment Period.

Recovery of Benefit Overpayments

The Trustees shall have the right to recover from the Member any Benefit paid to the Member to which there was no entitlement.

Facility of Payment

If a Member is not competent to give a valid release for payment to which he is entitled, the Trustees may, at their discretion, make payment, to the extent permitted by law, to any person related by blood or connected by marriage or to any other individual appearing to the Trustees to be equitably entitled to such payment. If a Member dies before payment to which he is entitled is made, the Trustees shall make payment to the named beneficiary of the Member, as recorded on the records of the Operating Engineers' Benefits Plan. Any payment made by the Trustees, in good faith, pursuant to this provision fully discharges the Trustees to the extent of such payment.

5. LIMITATIONS

If a Member becomes Disabled as defined in the Plan, the Plan will pay Benefits, as specified in the terms hereof during a Disability Period subject to the following conditions:

- (a) Except as otherwise provided by the Trustees, the Member must be under the regular care of a Physician during any Disability Period for which a Benefit is payable.
- (b) Until the Member has resumed his regular or another occupation on a full-time basis and has sufficiently recovered to prevent relapse,

any period of Disability arising from the same cause or causes as a previous period of Disability will be considered a continuation of the previous Disability. Periods of Disability separated by six (6) months or more of regular employment will be considered a new Disability.

- (c) The Member must become Disabled on or after his Eligibility Date and be a Member as defined herein.

6. EXCLUSIONS

No Benefit shall be payable in accordance with the terms of this Part VI of the Operating Engineers' Benefits Plan for any period of Disability caused by:

- (a) intentionally self-inflicted bodily injury or sickness while sane or insane;
- (b) participation in a rebellion, riot or insurrection, disorderly conduct, war, whether war has been declared or not, or by full or part-time service in the armed forces;
- (c) participation in or as a consequence of having participated in the commission of an offence under the Criminal Code of Canada or any other act of parliament or provincial statute or a similar offence under the laws of any other country;
- (d) addictive non medical consumption of drugs or alcohol unless the Member is under the care of a Physician and following an approved course of treatment for his addictive Disability condition or is institutionalized for the condition;
- (e) the Member's participation in any act or activity which has been medically determined to prolong or aggravate the Disability;
- (f) occupational injuries or illness covered by the Workers' Compensation Act;

No Benefits shall be paid during any period:

- (g) in which the Member engages in any occupation for remuneration or profit except as otherwise provided herein;
- (h) in which the Member is an inmate of a penitentiary or jail;
- (i) in which the Member is not under the regular care and following the advice of a Physician;
- (j) during which the Member is not residing in Canada unless otherwise approved by the Trustees;
- (k) during which the claimant is not a current Member.

7. MEDICAL CARE

- (a) Medical Care – A Benefit will be paid hereunder only while the Member is under the regular care of a Physician. The extent of medical care required for a Member to be entitled to receive payment of a Benefit hereunder shall be determined by the Trustees. In making such determination, the Trustees shall take into account good medical practice relative to the cause and nature of the Member's Disability, including the frequency of the Member's visits with his Physician. If a Member making a claim fails to see a Physician as frequently as the cause and nature of the Disability medically requires, his Benefit hereunder shall cease.
- (b) Independent Medical - In order to make a determination of the extent of Medical Care required, or whether a Member is Disabled, the Trustees may request the Member to visit a Physician appointed by the Trustees. If a Member fails to visit this Physician as frequently as requested by the Trustees, the Member's Disability Benefit will cease. The costs and expenses of such referrals shall be paid by the Trustees.
- (c) Appeals - A Member may appeal a decision with respect to Benefit entitlement, to the

Trustees. The Trustees shall, in good faith, consider appeals or disputes brought forth by a Member and such decision shall be final and binding.

Procedure for Appeals

In the event that a Member has filed a claim for benefits or for the continuation of benefits under this Part VI and a decision is made to deny such claim, the Member has the right to appeal the decision.

The following procedure shall be followed for each appeal:

- (i) The Member shall send a letter to the Trustees providing any additional information in support of the claim.
- (ii) The Trustees will obtain additional information, if available, from other sources as required.
- (iii) The file will be reviewed and a decision made.
- (iv) The Member will be notified in writing of the decision.

8. REHABILITATION

The Trustees may require a Member to be assessed for occupational retraining and rehabilitation.

Notwithstanding the provisions of Section 3 of this Part VI of the Operating Engineers' Benefits Plan, payment of a Benefit shall be made pursuant to the following paragraph, while a Member is engaged in an occupation for wages or compensation during a period of Rehabilitation employment approved by the Trustees.

If a Member becomes Disabled and during his Disability Period engages in Rehabilitation employment, provided he has been certified able

to return to work by his Physician, his monthly Benefit payable from the Plan shall be reduced such that his monthly earnings received from Rehabilitation employment and the monthly Benefit payable shall not exceed one hundred and fifty percent (150%) of the Disability Benefit.

If such Member loses his employment through any condition other than voluntary termination or termination for cause, the Benefit shall be reinstated, provided he is actually seeking appropriate employment and subject to a maximum of six (6) months of Benefit under this provision.

Section 8 is subject to the terms of the provisions of this Part VI of the Operating Engineers' Benefits Plan, Section 5 Limitations and Section 6 Exclusions.

9. **THIRD PARTY RESPONSIBILITY**

- (a) Where a Member becomes Disabled as a result of an accident where a third party is responsible, the Member shall repay, out of any recovery from the third party, all monies paid out or to be paid out by the Trustees for such Disability Period, up to but not exceeding the full amount of any such recovery from the third party or the amount of a Benefit received by the Member for such Disability Period, whichever is the lesser. If in the final disposition of any such claim against the third party, whether by judgment or negotiated settlement of such claim, there is found or determined to be a division of liability between the Member and the third party, the Member shall only be obliged to repay to the Trustees the same percentage of the lesser of such recovery and the amount of benefits as the percentage of fault ascribed to the said third party.
- (b) Where a Member becomes Disabled and a third party is responsible, the Member shall be obligated at his own expense to take such action as may be necessary, including legal

action, to recover the amount of Benefits which has been paid to the Member on account of such Disability. The Member shall be responsible to the Trustees, in the event that legal action is taken and such claim is not included, for the percentage of Benefits that is the same percentage as the fault ascribed to the third party, whether in a judgement or negotiated settlement. Should a Member be unable or unwilling to take legal action to recover the Benefits paid by the Trustees hereunder and where, in the opinion of the Trustees' legal counsel, a valid claim exists, the Member shall subrogate and enter into and execute an assignment of all right of action sufficient for the Trustees to carry on the suit or action in the Member's place. The Member shall give such evidence and render such assistance at the trial or otherwise as may be necessary to prosecute the action successfully.

- (c) As a condition of receiving the Benefits, the Member shall provide an assignment and agreement in a form prescribed by the Trustees providing for the direct reimbursement of the Benefits from the third party and an indemnification for all legal fees and disbursements actually incurred by the Operating Engineers' Benefits Plan on a solicitor and own client basis in enforcing the said assignment or the Member's obligation to so reimburse the Operating Engineers' Benefits Plan.

10. CLAIMS PROCEDURES

To be entitled to Benefits the Member must provide to the Trustees:

- (a) a completed Application for Disability Benefits in a form satisfactory to the Trustees, along with proof of age, within thirty (30) days of becoming eligible to receive a Benefit. Should circumstances prevent a member from doing so, a letter of

explanation must accompany the claim.

NOTE: Claims submitted late may be disallowed by the Trustees.

- (b) a completed Disability Claim Physician's Statement form certifying that the Member is Disabled, a Physical Capacities Assessment form, and a Disability Claim Specialist's Statement. These forms shall provide such information as required by the Trustees.
- (c) Claims for Long Term Disability Benefits will be adjudicated by the Trustees using the information available to them and may include the services of Professional Consultants.
- (d) proof, to the satisfaction of the Trustees, of the continuation of the Disability at such intervals as required by the Trustees.

NOTE: Any costs for obtaining certificates referred to in paragraph (b) above shall be the sole responsibility of the Member.

The adjudication of benefits payable under the Long Term Disability Benefit can be completed only upon receipt of all information required to be provided by the Member, his Physician, and other parties as required by the Trustees.

NOTE: A benefit will be paid only if the Member's application is approved by the Trustees.

The first payment of the monthly Benefit shall become due on the later of the last day of the month immediately following the end of the Qualification Period or the last day of the month in which the application is received by the Trustees.

Release of Information

Upon written request to the Trustees or to the Administrator by a Member, any information concerning the Long Term Disability claim of the Member may be provided to the Member for distribution to a third party. Any costs associated with providing such information will be the

responsibility of the Member.

The release of medical information must be approved by the author of the reports. (ie: Physician or Rehabilitation Consultant.)

11. ASSIGNMENT

The Trustees may, at their discretion, refuse to acknowledge any assignment by a Member of the Benefits provided under this Part VI of the Operating Engineers' Benefits Plan.

12. ADMINISTRATION

The Trustees shall be responsible for all aspects of the operation and administration of the Long Term Disability Benefit of the Operating Engineers' Benefits Plan.

The Trustees shall have the power and duty to take all action and to make all decisions and interpretations which shall be necessary or appropriate in order to administer and carry out the Long Term Disability Benefit of the Operating Engineers' Benefits Plan provided such action, decisions or interpretations are consistent with the applicable parts of the Benefits Plan and the Trust Agreement. The Trustees shall have full authority to determine all questions of eligibility for membership, termination of membership, eligibility for Benefits, and limitations of Benefits in accordance with their interpretation of the Long Term Disability part of the Operating Engineers' Benefits Plan. The Trustees may delegate all or a portion of their duties, pursuant to the Plan, to an Administrator.

The decision or action of the Trustees in respect of any question in connection with entitlement to Benefits under this Part VI of the Operating Engineers' Benefits Plan shall be final, conclusive and binding.

PART VII

GROUP LIFE INSURANCE BENEFITS

1. INTRODUCTION

Life Insurance protection is provided through Sun Life Assurance Company of Canada under Group Policy No. ST 71301.

2. LIFE INSURANCE PROTECTION BEFORE RETIREMENT

- (a) If you die from any cause prior to your retirement, \$40,000.00 is paid to the beneficiary designated by you and on record with the Plan office at the date of your death.
- (b) If your spouse dies from any cause prior to your retirement, \$5,000.00 is paid to you.

NOTE: Life Insurance premiums are taxable where contributions are made by an employer.

3. LIFE INSURANCE PROTECTION AFTER RETIREMENT

- (a) If you die from any cause after your retirement, and:
 - (i) you are eligible **totally** by employer contributions in your Hour Bank, \$40,000.00 will be paid to the beneficiary designated by you and on record with the Plan office at the date of your death,

OR

- (ii) you are eligible because you are making partial or full self-payments to maintain your eligibility for benefits and you are:
 - under age 65, \$40,000.00 is paid to the beneficiary designated by you and on record with the Plan office at the date of your death;
 - between the ages of 65 and 69, \$12,500.00 is paid to the beneficiary

designated by you and on record with the Plan office at the date of your death;

- between the ages of 70 and 74, \$6,250.00 is paid to the beneficiary designated by you and on record with the Plan office at the date of your death;
- at and after age 75, \$3,125.00 is paid to the beneficiary designated by you and on record with the Plan office at the date of your death.

(b) If your spouse dies from any cause after your retirement, **and**:

(i) you are eligible totally by employer contributions in your Hour Bank, \$5,000.00 will be paid to you,

OR

(ii) you are eligible because you are making partial or full self-payments to maintain your coverage and you are:

- under age 65, \$5,000.00 is paid to you;
- between the ages of 65 and 69, \$2,500.00 is paid to you;
- between the ages of 70 and 74, \$1,250.00 is paid to you;
- at and after age 75, \$625.00 is paid to you.

4. TOTAL DISABILITY BENEFIT

(a) If you become totally disabled, while your Life Insurance protection is in effect, and you continue to be totally disabled for twelve months, your Life Insurance and the insurance on the life of your spouse will continue until you attain age 65, provided proof of continued total disability is submitted, as requested, and you continue to be a member of the Union.

- (b) In order to qualify for this benefit, proof of total disability, satisfactory to the Trustees, must be provided.

5. **BENEFICIARY**

- (a) For Life Insurance purposes, your beneficiary is the person or persons you have designated on either the Operating Engineers' Benefits Plan Enrollment Application or the Designation of Beneficiary Assignment form on file with the Plan office.

NOTE: If you have not designated a beneficiary, your Estate is your beneficiary.

- (b) If your beneficiary dies before you, and you do not designate another beneficiary, any amount which becomes payable on your death will be paid to your Estate.
- (c) You have the right to change your beneficiary at any time by obtaining the required form from the Plan office, and completing and returning it for the Plan's records.

6. **TERMINATION**

- (a) Your Life Insurance and your spouse's Life Insurance terminates when you cease to be eligible for benefits under the Plan or if you chose Plan B.
- (b) If, on the date you cease to be eligible for benefits under the Plan, you have been totally disabled for twelve months, your Life Insurance and your spouse's Life Insurance will continue until you attain age 65, provided proof of continued total disability is submitted as requested and you continue to be a member of the Union. If you cease to be a member of the Union, your Life Insurance will terminate.
- (c) If your insurance terminates, you may obtain an individual Life Insurance policy by indicating to Sun Life Assurance Company

of Canada your desire to do so. This policy will be issued on the one year convertible term plan or on any life or endowment plan then being issued by Sun Life Assurance Company of Canada. The amount of insurance obtained can be up to the amount of insurance being terminated.

- (d) If you apply to Sun Life Assurance Company of Canada within 31 days of the termination date, no evidence of health is required. If you apply after that date, evidence of good health will be required.
- (e) Your Life Insurance and your spouse's Life Insurance will continue during the 31 day period following the date of termination.

PART VIII

**BASIC ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE**

1. INTRODUCTION

The Basic Accidental Death and Dismemberment insurance is provided through, Sun Life Assurance Company of Canada under Group Policy No. ST 71301, and covers you 24 hours a day, anywhere in the world, for specified accidental losses occurring on or off the job. If you suffer any of the losses listed below in the schedule of losses as the result of an accidental injury which results directly and independently of all other causes and the loss occurs within 365 days of the date of the accident, the benefits indicated below will be paid.

2. ELIGIBILITY

You are eligible for the Accidental Death and Dismemberment insurance if you are eligible for benefits on the Operating Engineers' Benefits Plan **and:**

- (a) all active Members of Policyholder under the age of 70.

3. AMOUNT OF COVERAGE

The amount of the principal sum of benefit is \$40,000.00.

4. SCHEDULE OF LOSSES

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 Foot and the Entire
Sight of One Eye The Principal Sum

Loss of One Arm.....	3/4	The Principal Sum
Loss of One Leg.....	3/4	The Principal Sum
Loss of One Hand	2/3	The Principal Sum
Loss of One Foot.....	2/3	The Principal Sum
Loss of The Entire Sight of One Eye.....	2/3	The Principal Sum
Loss of Thumb and Index Finger of the Same Hand....	1/3	The Principal Sum
Loss of Speech and Hearing.....		The Principal Sum
Loss of Speech or Hearing .	2/3	The Principal Sum
Loss of Hearing in One Ear	1/6	The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs).....	2 X	The Principal Sum
Paraplegia (total paralysis of both lower limbs)	2 X	The Principal Sum
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	2 X	The Principal Sum
Loss of Use of Both Arms or Both Hands		The Principal Sum
Loss of Use of One Hand or One Foot.....	2/3	The Principal Sum
Loss of Use of One Arm or One Leg	3/4	The Principal Sum
Loss of Four Fingers of One Hand.....	1/3	The Principal Sum
Loss of All Toes of One Foot.....	1/8	The Principal Sum

"Loss" as above used with reference to quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs; as above used 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; and as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech

means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

"Loss" as above used with reference to "Loss of Use" means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss is determined to be permanent.

All claims submitted under this policy for Loss of Use must be verified by agreement between a licensed practising physician appointed by the Policyholder and a licensed practising physician appointed by the Company, or in the event that the two physicians so appointed cannot arrive at an agreement, a third licensed practising physician shall be selected by the first two physicians and the majority decision of the three physicians shall be binding on the Policyholder and the Company. The Company, at its sole discretion, may waive this procedure.

Indemnity provided under this Section for all losses sustained by any one (1) Insured Member as the result of any one (1) accident, only one of the amounts so stated in said Table, the largest shall be payable.

5. EXPOSURE & DISAPPEARANCE

If by reason of an accident covered by the policy, an Insured Member is unavoidably exposed to the elements and, as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of the policy.

If the body of an Insured Member has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed subject to all other terms and provisions of the policy, that such Insured Member shall have suffered loss of life within the meaning of the policy.

6. BENEFICIARY DESIGNATION

In the event of Accidental Loss of Life, benefits shall be payable as designated in writing by the Insured Member under the Policyholder's current basic group life insurance policy. In the absence of such designation, benefits shall be payable to the Estate of the Insured Member.

All other benefits shall be payable to the Insured Member.

7. ADDITIONAL BENEFITS

(a) Repatriation

If accidental death, covered by the plan, occurs more than 200 kilometres away from your permanent place of residence, the plan will reimburse the actual expenses, up to \$10,000.00, incurred for the preparation and shipment of the deceased's body to the place of residence.

(b) Rehabilitation

If the Insured Member suffers an injury listed in the loss schedule, this plan will pay up to \$10,000.00 for special training, provided such training is required because of the covered injury and in order to qualify the Member for an occupation in which the Member would not be engaged except for the accident. All such expenses must be incurred within three years from the date of the accident and are limited to the cost of the training and materials needed for such training.

(c) Family Transportation

When injuries, covered by the policy, result in an Insured Member being confined to a hospital, outside 200 kilometres from his/her permanent city of residence, within 365 days of the accident and the attending

physician recommends the personal attendance of a member of the immediate family, the Company shall pay the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the confined Insured Member's location, hotel accommodation in the vicinity of the hospital, and transportation to and from the hospital but not to exceed the amount of \$10,000.00.

The term "member of the immediate family" means the spouse (or common-law spouse) parents, grandparents, children age 18 and over, brother or sister of the Insured Member.

(d) Conversion Privilege

On the date of termination of employment or during the 60 day period following termination of employment, the Insured Member may change his/her insurance to the American Home Assurance Company's individual insurance policy. The individual policy will be effective either as of 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 the Insured Member would ordinarily pay, if they applied for an individual policy at that time. Application for an individual policy may be made at any office of the American Home Assurance Company. The amount of insurance benefit converted to shall not exceed that amount issued during employment.

(e) Home Alteration and Vehicle Modification

If an Insured Member receives a payment under The Schedule of Losses herein and was subsequently required (due to the cause for which payment under The Schedule of Losses was made) to use a wheelchair to be

ambulatory, then this benefit will pay, upon presentation of proof of payment:

- (i) The one-time cost of alterations to the injured person's residence to make it wheelchair accessible and habitable; and
- (ii) The one-time cost of modifications necessary to a motor vehicle, owned by the injured person, to make the vehicle accessible or operable for the insured Member.

Benefit payments herein will not be paid unless:

- (iii) Home alterations are made on behalf of the Insured Member and carried out by an experienced individual in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- (iv) Vehicle modifications are made on behalf of the Insured Member and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both items (iii) and (iv) combined will not exceed \$10,000.00.

(f) Day Care Benefit

If indemnity becomes payable under the policy for accidental loss of life of an Insured Member, the Company will pay an amount equal to the lesser of the following amounts:

- (i) The actual cost charged by such day care centre per year, or
- (ii) 3% of the Insured's Principal Sum, or
- (iii) \$5,000.00 per year,

on behalf of any child who was an Insured's dependent at the time of such loss and is

under age 13 and is currently enrolled or subsequently enrolled in an accredited day care centre within 90 days following such loss.

The benefit is payable annually for a maximum of four consecutive payments but only if the dependent child continues his or her enrollment in an accredited day care centre.

(g) Seat Belt

Benefits under the policy shall be increased by 10% as regards to the Insured Member, if the covered person's injury or death results while he/she is a passenger or driver of a private passenger type automobile and his/her seat belt is properly fastened. Verification of actual use of the seat belt must be part of the official report of accident or certified by the investigating officer.

(h) Waiver of Premium

In the event an Insured Member becomes totally and permanently disabled and remains totally and permanently disabled for a period of at least three years, premiums payable under this policy will be waived from the first of the month following the expiration of the three year disability period. Total and permanent disability means that the Insured is unable to perform any occupation for which he/she may be qualified by reason of education, training or experience. Premiums will continue to be waived until one of the following occurs, whichever is the earlier:

- (i) The date the Insured Member attains age 65.
- (ii) The date of the death **or recovery of the Insured Member.**
- (iii) The date the Master Policy is terminated.

(i) Educational Benefit

If indemnity becomes payable for the

accidental loss of life of an Insured Member of the Holder, under the policy, the Company shall:

- (i) Pay the lesser of the following amounts to or on behalf of any dependent child who, at the date of accident, was enrolled as a full time student in any institution of higher learning beyond the 12th grade level:
 - (a) The actual annual tuition, exclusive of room and board, charged by such institution per school year.
 - (b) \$5,000.00 per school year.
 - (c) 5% of the Insured Member's Principal Sum.

Such amount will be payable annually for a maximum of four consecutive annual payments, only if the dependent child continues his education.

"Dependent Child" as used herein means any unmarried child under 26 years of age who was dependent upon the Insured Member for at least 50% of his maintenance and support.

"Institution of higher learning" as used herein includes, but is not limited to, any University, Private College, or Trade School.

- (ii) Pay to or on behalf of the surviving spouse the actual cost incurred within 30 months from the date of death of the Insured Member as payment for any professional or trades training program in which such spouse has enrolled for the purpose of obtaining an independent source of support and maintenance, but not to exceed a maximum total payment of \$5,000.00.

- (j) In-Hospital Indemnity Benefit

If an Insured suffers a loss under the Table of

Losses as a result of a covered accident and requires that an Insured be confined to a hospital for more than five (5) consecutive days, the insurance will pay:

- (i) a monthly benefit of one (1) percent of the Insured's applicable Principal Sum;
OR
- (ii) for periods of less than one (1) month, one thirtieth (1/30) of the above monthly benefit per day.

Benefits are retroactive to the first (1st) day of hospital confinement.

This benefit is limited to:

- (iii) a monthly amount not to exceed \$1,000.00; **and**
- (iv) a total of twelve (12) months for any covered accident.

Successive periods of hospital confinement for loss from the same covered accident separated by a period of less than three (3) months will be considered as one (1) period of hospital confinement.

The term "**Hospital**" is defined as an establishment which meets all of the following requirements:

- (v) holds a license as a hospital (if licensing is required in the province);
- (vi) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (vii) provides 24-hour a day nursing service by registered or graduate nurses;
- (viii) has a staff of one or more licensed physicians available at all times;
- (ix) provides organized facilities for diagnosis, and major medical surgical facilities; and
- (x) is not primarily a clinic, nursing, rest or

convalescent home or similar establishment nor is not, other than incidentally, a place for alcoholics or those addicted to drugs.

8. EXCLUSIONS

The accident insurance plan does not cover any loss resulting from:

- (a) Suicide or self-inflicted injuries;
- (b) Full-time service in the Armed Forces;
- (c) Declared or undeclared war or any act thereof;
- (d) Injuries received during aircraft travel except for the purposes of transportation where the member is travelling as a passenger.

PART IX

MEMBER & FAMILY ASSISTANCE PROGRAM

1. INTRODUCTION

The Member and Family Assistance Program is provided through an agreement with **Human Solutions Canada Inc.**

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

Your Member and Family Assistance Program (MFAP) provides totally confidential, professional counselling for a broad range of personal and family challenges. While the program can be used for crisis intervention, the ideal time to use the program is before problems get out of hand.

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

2. ELIGIBILITY

All members and dependents of the Operating Engineers' Benefits Plan are eligible for the benefits provided by the Member and Family Assistance Program. Members are eligible for a maximum of 12 hours of therapy, per family, per contract year.

3. BENEFITS

Together, you and your dependents can receive short term counselling from a professional counsellor either in person, by phone or through the Human Solution's Internet site at:

www.humansolutions.ca

The Member and Family Assistance Program

offers confidential, professional assessment, guidance, counselling (and referrals, when required) for personal difficulties such as:

- emotional or physical problems
- marital or family problems
- stress
- work-related problems
- pre-retirement planning
- financial and legal difficulties
- child and elder care
- sexual harassment or abuse
- alcohol or drug dependencies
- gambling
- bereavement

4. HOW TO USE THE PROGRAM

When you want to speak with someone, simply call the Human Solutions number. The Human Solutions staff will ask you for some basic registration information (to establish your eligibility for this benefit) and then help set up an initial appointment at a time and office location convenient for you. An experienced psychologist or counsellor will help assess your concerns and aid you in developing practical solutions.

5. COUNSELLING

Counselling will be provided by a registered psychologist or counsellor in the Human Solutions network. All Human Solutions counsellors have extensive experience helping individuals with their problems. Should longer-term counselling, hospital treatment or specialized services (such as medical, legal or financial help) be required, your counsellor will arrange an appropriate referral and follow-up with you.

6. CONFIDENTIALITY

Human Solutions counsellors are required by law

to maintain the strictest confidentiality. No one who inquires about or receives services under this plan will have personal information revealed to anyone without written approval. Eligibility is verified through confidential contact with the Operating Engineers' Benefits Plan Administration.

To speak with someone confidentially, call the Human Solutions number nearest you.

7. CONTACT INFORMATION

For Emergency Services (24 hours/day) or to book an appointment (during regular office hours) call:

Vancouver, Lower Mainland	604-689-1717
British Columbia or anywhere in North America	1-800-663-1142
National bilingual line	1-800-668-4125

SCHEDULE 1

**NATIONAL RECIPROCAL AGREEMENT
BETWEEN LIFE AND HEALTH BENEFIT
FUNDS ESTABLISHED FOR MEMBERS OF
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS IN CANADA**

Established January 1982 - Amended April 1996

THIS AGREEMENT by and among

**THE BOARD OF TRUSTEES OF LIFE AND
HEALTH BENEFITS FUNDS ESTABLISHED
FOR MEMBERS OF LOCAL UNIONS OF
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS IN CANADA WHO
ARE SIGNATORIES HERETO (INCLUDING
LE RÉGIME COMPLÉMENTAIRE
D'AVANTAGES SOCIAUX DE L'INDUSTRIE
DE LA CONSTRUCTION DU QUEBEC).
(hereinafter referred to as "Trustees")**

WITNESSETH:

WHEREAS such Life and Health Benefit Funds have been established as a result of collective agreements or decrees; and

WHEREAS each Life and Health Benefit Fund has authority which allows its Trustees to enter into reciprocal agreements with other Life and Health Benefit Funds; and

WHEREAS, by the very nature of the industry, it is common practice for a Local Union member to work not only for different employers, but also to work in different jurisdictional locations of local unions; and

WHEREAS it is the intent of the Trustees to allow a Local Union member to qualify and receive benefits in recognition of contributions made on their behalf to all of the Life and Health Benefit Funds which have become signatories to this Agreement under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises made by and among the Trustees it is

understood and agreed as follows:

1. DEFINITIONS

- (a) “Local Union” or “local union” means a union which is chartered by the International Union of Operating Engineers in Canada.
- (b) “Life and Health Benefit Fund” includes a Welfare Fund or Welfare Trust Fund or, in the Province of Quebec, le regime complementaire d’avantages sociaux, established for members of a local union.
- (c) “Life and Health Benefit Plan” includes a Welfare Plan or, in the Province of Quebec, le regime complementaire d’avantages sociaux, established for members of a local union.
- (d) “Home Plan” means the Life and Health Benefit Plan established for members of the Local Union to which a member belongs, whose Board of Trustees is a signatory to this Agreement.
- (e) “Related Plan” means any other Life and Health Benefit Plan whose Board of Trustees is a signatory to this Agreement.

2. EMPLOYMENT IN THE JURISDICTION OF ANOTHER LOCAL UNION

- (a) The Related Plan Trustees shall pay or cause to be paid to the Home Plan Trustees all contributions received by them on behalf of Home Plan members on and after the effective date specified herein by the Related Plan Trustees for their participation in this Agreement, which have not been applied previously to provide benefits to or with respect to such Home Plan members under the provisions of the Related Plan.
- (b) Such payments shall be made prior to the 15th day of the month following the month in which the said contributions were received or, if the Home Plan of a Local Union member is not known at that time, then as

soon as such Home Plan is identified.

- (c) Each payment shall be accompanied by a report showing such details as are necessary in the administration of the Home Plan.
- (d) No service cost or administration charge shall be deducted or withheld from contribution remittances as aforesaid.

3. TRANSFER OF MEMBERSHIP

When a member of a local transfers membership to another local union, the member shall remain covered by the provisions of the former Home Plan until becoming eligible for benefits under the provision of the new Home Plan;

- (a) the new Home Plan Trustees shall, provided there is no conflict with provincial laws or regulations, request transfer from the former Home Plan to the new Home Plan an amount equivalent in value to the cost of coverage for regular benefits to which the member and/or dependents of the member would have been entitled otherwise under the provisions of their former Home Plan, subsequent to the date of such transfer, and
- (b) upon or after their becoming eligible for benefits under the provisions of his new Home Plan,
 - (i) the member may request a transfer from his former Home Plan to his new Home Plan of an amount equivalent in value to the cost of coverage for regular benefits to which the member and/or dependents of the member would have been entitled otherwise under the provisions of his former Home Plan subsequent to the date of such transfer, and
 - (ii) the new Home Plan Trustees shall credit the member and/or dependents of the member with an entitlement to coverage for regular benefits under the provisions of such new Home Plan that is

equivalent in value to the amount transferred to the new Home Plan on behalf of the member.

No member shall be entitled to coverage by the provisions of their new Home Plan while he is entitled to coverage by the provisions of their former Home Plan.

Notwithstanding anything in this Agreement, it is further provided that the amount which may be transferred with respect to a member from his former Home Plan to his new Home Plan, as aforesaid, shall be limited to the lesser of:

- (c) the cost of the maximum coverage for regular benefits which may be provided to or with respect to the member under the provisions of their new Home Plan, and
- (d) the cost of the maximum coverage for regular benefits to which the member and/or dependents of the member would have been entitled otherwise under the provisions of their former Home Plan subsequent to the date of such transfer.

4. ADMINISTRATION

The Boards of Trustees signatory to this Agreement agree:

- (a) to co-operate in good faith and establish such procedures and arrangements as may be necessary to give effect to and facilitate the operation of this Agreement, and
- (b) to designate one of the Life and Health Benefit Plan whose Board of Trustees is signatory to this Agreement as their secretary and central depository for all documents, correspondence and notifications pertaining to and affecting all of the parties to this Agreement; such secretary and central depository to be the Local 115 Operating Engineers' Benefits Plan in British Columbia during the initial period of this Agreement until changed by the Trustees.

5. AMENDMENT

- (a) Any Board of Trustees signatory to this Agreement may propose an amendment to this Agreement by giving at least sixty days notice in writing to all other Boards of Trustees who are signatory to this Agreement.
- (b) Such an amendment shall become effective if a majority of the Boards of Trustees who are signatory to this Agreement agree in writing to the proposed amendment.

6. TERMINATION

- (a) The Board of Trustees may terminate its participation in this Agreement by giving written notice to all other Boards of Trustees who are signatories thereto at least sixty days in advance of the date of such termination.
- (b) A Board of Trustees which has terminated its participation in this Agreement shall be allowed to again become a signatory to this Agreement only upon receipt of written approval from all other Boards of Trustees then signatory thereto.

7. EFFECT OF THIS AGREEMENT

- (a) This Agreement shall in no way alter, affect or revoke any reciprocal agreement which is in effect except in respect to the parties to that other agreement who become signatories to this Agreement.
- (b) If, for any reason, any provision of this Agreement is or is hereafter determined by judicial decision or by decision or by act or regulation of a duly constituted government body or authority to be in any respect invalid, it shall not nullify any of the other terms and provisions of this Agreement and to such extent as it may be necessary for this Agreement to conform with the applicable provision of law in order to prevent the invalidity of such provision or provisions, the

said provision or provisions shall be deemed amended to conform to such rule, law, regulation, act or decision when the Boards of Trustees who are signatory to this Agreement agree in writing to such amendment.

- (c) This Agreement shall be a part of each Life and Health Benefit Plan whose Board of Trustees is a signatory to this Agreement.

8. ACCEPTANCE OF THIS AGREEMENT

- (a) Each Board of Trustees able and willing to participate in this Agreement shall confirm its acceptance thereof by signing an Acceptance of this Agreement in the manner described in Appendix "A" attached to and forming part of this Agreement.
- (b) An Acceptance of this Agreement shall be effective only when registered with the secretary designated by the Trustees for the purposes of this Agreement.

**SUMMARY OF BENEFIT
INFORMATION**

MEDICAL

Medical Services Plan of British Columbia
Group #3131158

Alberta Health and Wellness
Group #32698

DENTAL BENEFITS

D.A. Townley & Associates Ltd.
101-4190 Lougheed Hwy.
Burnaby, B.C. V5C 6A8
(604) 299-7482 or 1-800-663-1356
Group #11030

EXTENDED HEALTH BENEFITS

Operating Engineers' Benefits Plan
402 – 4333 Ledger Ave.
Burnaby, B.C. V5G 4G9
(604) 299-8341 or 1-800-663-9524

TERM LIFE INSURANCE

Sun Life Assurance Co. of Canada
Policy ST 71301

**ACCIDENTAL DEATH &
DISMEMBERMENT**

Sun Life Assurance Co. of Canada
Policy ST 71301

MEMBER/FAMILY ASSISTANCE PROGRAM

Human Solutions Canada Inc.
(604) 689-1717 or
1-800-663-1142 (24 hour Canada Wide Emergency)

NOTES

