

**MEMORANDUM OF AGREEMENT**

**By and Between:**

**VANCOUVER ISLAND SHEET METAL CONTRACTORS ASSOCIATION**

**And:**

**SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 276**

**The Parties having negotiated a renewal of the Standard Sheet Metal and Roofing Working Agreement, hereby agree to recommend to their respective memberships, acceptance of all terms and conditions attached hereto.**

**Subject to ratification by their respective principals, the Negotiating Committees representing the Vancouver Island Sheet Metal Contractors Association and Sheet Metal Workers International Association Local 276, agree to renew the existing Collective Agreement, which came to term, April 30, 1999, for a period of three (3) years commencing May 1, 2000, and ending April 30, 2003, with the following amendments:**

**Clause 8 – Classifications.**

8.02 Material Men. Delete first paragraph entitled, "Shop Duties" entirely.

Amend 1<sup>st</sup> paragraph to cleanup typographical error in duties to reflect that "loading and trade materials" to read "loading **of** trade materials"

Amend the remaining 5<sup>th</sup> paragraph to provide that the wage rate for the Sheet Metal Material Man shall be 40% of the Sheet Metal Journeyman rate of pay plus 10% combined Holiday Pay.

Amend the remaining 5<sup>th</sup> paragraph by adding a last sentence that reads:

Material Men shall always be under the direct supervision of a Sheet Metal Journeyman Member of the Union.

**Clause 9 – Wage Schedule.**

Delete existing 9.03 entirely, substitute with

9.03 Effective May 1, 2000 the wage package as identified in Appendix "C", for Sheet Metal Journeymen shall be increased by \$0.25 per hour;  
Effective November 1, 2000 the wage package as identified in Appendix "C" for Sheet Metal Journeymen shall be increased by \$0.25 per hour;  
Effective May 1, 2001 the wage package as identified in Appendix "C", for Sheet Metal Journeymen shall be increased by \$0.40 per hour;  
Effective May 1, 2002 the wage package as identified in Appendix "C", for Sheet Metal Journeymen shall be increased by \$0.37 per hour;

## **Clause 15 - Holidays and Vacations**

15.01 (c) Correct typographical error from last agreement by adding the "c" with respect to "*no work being performed on Labour Day.....*"

## **Clause 17 – Pension Fund**

Amend 17.01 to reflect the current hourly contribution rate of \$2.83 per hour which became effective September 1, 1998.

## **Clause 19 – Vancouver Island Sheet Metal Contractors Association Fund.**

Amend 19.01 to reflect the current hourly contribution rate of thirteen cents (\$0.13) per hour, which became effective May 1, 1998.

## **Clause 32- Apprenticeship**

Add new 32.07 and re-number remaining Sections:

32.07 Probationary Apprentice. Effective May 1, 2000 a new classification of sheet metal apprentice entitled , Probationary Apprentice, shall be incorporated into this Agreement. This Probationary Apprentice will be dispatched to qualifying employers in accordance with the provisions of Clause 11 – Hiring and Union Security and Clause 32.04 (apprentice ratio). This Probationary Apprentice will be registered in accordance with all provisions required by the BC Industry Training and Apprenticeship Commission. This Probationary Apprentice will be required to serve 1600 hours in the trade prior to being scheduled to attend technical training sessions as required pursuant to terms of the Apprenticeship and Tradesman's Qualification Act. At the completion of the required 1600 hours of credited service, the Probationary Apprentice will be re-classified as a Registered Sheet Metal Apprentice.

Apprentices indentured prior to May 1, 2000 will not be displaced as a result of the implementation of this Probationary Apprentice classification. In the event of a shortage of work, Probationary Apprentices must be laid-off prior to any Registered Apprentice.

Amend 32.08 to read:

32.08 Effective May 1, 2000 a graduated wage scale for Probationary Apprentices and Registered Apprentices shall be established and maintained on the following percentage basis of the established wage rate of the Sheet Metal Journeyman, and benefit schedule.

Probationary Apprentice:

0000 – 0800 hours – 40%; plus 10% combined Holiday Pay.

0801 – 1600 hours – 40%; plus 10% combined Holiday Pay. \*\*\*

\*\*\* Upon the completion of 800 hours of credited service, and upon notification by the Union, the Employer will commence remitting to the Union "In Trust", \$0.50 per hour for each hour worked by the Probationary Apprentice. This \$0.50 per hour contribution will be used to provide basic BC Medical coverage on a schedule to be determined by the Welfare Plan Trustees.

Registered Apprentice:

1601 – 2400 hours – 50%; plus 12% combined Holiday Pay; plus all fund benefits excluding Pension Plan contributions.

2401 – 3200 hours – 55%; plus 12% combined Holiday Pay; plus all fund benefits excluding Pension Plan contributions.

3201 – 4000 hours – 60%; plus 12% combined Holiday Pay; plus all fund benefits ***including*** Pension Plan contributions.

4001 – 4800 hours – 65%; plus 12% combined Holiday Pay; plus all fund benefits.

4801 – 5600 hours – 70%; plus 12% combined Holiday Pay; plus all fund benefits.

5601 – 6400 hours – 75%; plus 12% combined Holiday Pay; plus all fund benefits

6401 – 7200 hours – 80%; plus 12% combined Holiday Pay; plus all fund benefits.

7201 – 8000 hours – 90%; plus 12% combined Holiday Pay; plus all fund benefits.

This schedule of Apprentice rates and benefits shall become effective May 1, 2000. Apprentices indentured prior to this May 1, 2000 effective date will not be reduced in either wage or benefits as a result of this new schedule.

Upon completion of 8000 hours of credited service, and having successfully passed the Sheet Metal Journeyman, Inter-Provincial Examination or the B.C. Tradesman's Qualification examination, the Registered Apprentice will be re-dispatched as a Sheet Metal Journeyman.

**10) Clause 34 - Grievance Procedure**

Add new paragraph to 34.01 that reads:

Grievance's filed by the Union relating to non-payment of Trust Fund Remittances shall not be required to be directed to the Joint Adjustment Board for settlement. The Union in such cases will notify the V.I.S.M.C.A.

in writing of the dispute. The Union may then proceed directly to Arbitration in accordance with Clause 34.04

## **11) Roofer Addendum,**

### **Clause 2 Employee - Classifications**

Amend 2.05 (ii) to provide that effective May 1, 2000, Employers will not be required to remit the hourly contribution required for Welfare Plan coverage. After completion of 1600 hours of credited service, the employer shall commence remitting Welfare Fund contributions in accordance with Clause 16 of the Standard Working Agreement. Roofer Material Men working under the terms of this Agreement prior to the May 1, 2000 effective date, shall not have any benefit provisions reduced as a result of this amendment.

### **Clause 3 – Wages**

Effective May 1, 2000 the wage package as identified in Appendix "C", for Roofer Journeymen shall be increased by \$0.23 per hour;

Effective November 1, 2000 the wage package as identified in Appendix "C" for Roofer Journeymen shall be increased by \$0.23 per hour;

Effective May 1, 2001 the wage package as identified in Appendix "C", for Roofer Journeymen shall be increased by \$0.37 per hour;

Effective May 1, 2002 the wage package as identified in Appendix "C", for Roofer Journeymen shall be increased by \$0.34 per hour;

For the first 1600 hours of credited service, the Roofer Material Handlers shall receive the applicable wage rate plus 10% combined Holiday Pay.

## **12) Clause 45 – Duration Of Agreement**

Amend 45.01 to read:

45.01 All provisions of this Agreement shall continue in force and effect beginning May 1, 2000 and coming to term, April 30, 2003. Either Party to this Memorandum of Agreement, may upon written notice no earlier than six months prior to April 30, 2003, require the other Party to re-open this Memorandum with the intent of seeking a mutually agreed upon extension of its expiry date, and conditions specified herein.

**Except as specifically changed by the Memorandum, the existing Standard Sheet Metal and Roofing Working Agreement is renewed as to all its terms and conditions, including any and all appendices and scheduled pertaining to it for the new terms.**

**The Bargaining Committees hereby agree to recommend early acceptance and ratification by their respective memberships.**

**Dated the 18<sup>th</sup> day of February 2002**

**For the Union:**

**For the V.I.S.M.C.A.**

---

---

## Table of Contents

<b>Introduction</b>	<b>Page 2</b>
<b>Vesting</b>	<b>Page 4</b>
<b>Credited Service</b>	<b>Page 5</b>
<b>Accrued Pension</b>	<b>Page 6</b>
<b>Pension Payments</b>	<b>Page 8</b>
<b>Disability Benefits</b>	<b>Page 9</b>
<b>Termination</b>	<b>Page 10</b>
<b>Marriage Breakdown</b>	<b>Page 10</b>
<b>Plan Statements</b>	<b>Page 11</b>
<b>Examples</b>	<b>Page 12</b>
<b>Plan Text</b>	<b>Page 13</b>

## **Introduction**

The Island Sheet Metal Workers and Roofers Pension Plan was established on April 1, 1968 for the benefit of the members of Local 276. Since then the Plan has been improved from time to time to provide better pensions at retirement, benefits for disabled members and increased protection for survivors in the event of the death of a member.

A Board of Trustees administers the Plan.

While the overall responsibility for the administration of the Plan lies with the Trustees, who are elected by the Plan Members, the Trustees make use of professionals such as Actuaries, Accountants and Investment Consultants in managing the Plan.

The employers contribute to the Plan, on behalf of the eligible members an amount set out in the current collective agreement, for every hour of employment.

The following text is a summary of the Plan Document. The official text is available for examination at the Pension office. In the event of any inconsistency or misunderstanding, the benefits will be administered according to the Plan Document and applicable legislation.

### **Basic Facts about the Plan**



The name of the pension plan is: The Island Sheet Metal Workers and Roofers Pension Plan

The Pension Plan is a Defined Benefit Plan

The Plan is registered with the B.C. Pension Standards Branch Registration #P085231 and with Revenue Canada Registration #0555151.

The Pension Plan is non-contributory. It does not and can not accept any direct contributions from a member.

Effective May 1, 2000 the contribution rate to the plan is \$3.08 per hour.

Normal retirement age under the plan is 65, however participants can retire as early as age 55. Reductions are applied to the accrued pension for retirement between the ages of 55 and 60. No reduction is applied to the accrued pension if the participant is age 60.

A Pension under this Plan is defined as a Family Asset under the Family Relations Act of BC.

## **Joining the Plan**

The Collective Agreement that covers every union member requires Employer contributions be made to the Plan. You will be enrolled in the Plan when contributions are received by the Plan on your behalf. Each month your Employer will remit the hours worked by you to the plan office along with the required contributions. The contribution rate is determined by the collective agreement that is in effect at the time the hours are worked. Each hour worked is credited to your pension plan.

## **Becoming Vested**

Vesting – A pension benefit vests when the member acquired an unconditional entitlement under the pension plan to receive a pension from the Plan on retirement. Effective January 1, 1998 a member becomes vested after two years of continuous employment. A year of continuous employment is earned when a minimum of 350 hours is worked in a calendar year.

Vesting with the Plan is based on your **Credited Service** with the plan.

### **Credited Service**

From April 1, 1968 to December 31, 1983 in order to become vested a member must have had 10 years

of credited service. The ten-year period was reduced and effective from January 1, 1984 to December 31, 1997 a member must have had 5 years of credited service in order to be vested. Effective January 1, 1998 a member must have 2 years of credited service with the plan in order to be vested.

Credited Service is determined as follows.

### **Past Service: Prior to April 1, 1968**

When the Plan was established in April 1968, the Trustees of the plan determined that the active members at that time would be entitled to past service credits in the plan based on their membership with the union prior to April 1, 1968. Members who were employed with a signatory employer on Vancouver Island were granted up to 10 years of past service credits.

### **Current Service:**

#### **April 1, 1968 – December 31, 1992**

One year of credited service was earned for each plan year in which a member was credited with 1200 hours or more of employment. Between April 1, 1968 and December 31, 1973, if you did not work 1200 hours in the plan year, the hours worked were pro-rated. If you worked at least 900 hours but less than 1200 hours you were credited with three-quarters of a year's credited service. If you

worked at least 600 hours but less than 900, you received one half of a year of credited service. If you worked at least 300 hours but less than 600, you received one quarter of a year. If the hours worked were less than 300 in the year, no credited service was given, however those hours were carried forward to the next year to determine the credited service in that next year.

From January 1, 1974, to December 31, 1992, if the number of hours worked in a plan year was less than 1200 and then 1/12 of a year's credited service was counted for each 100 hours.

**Beginning January 1, 1993:** One year of credited service is granted for each plan year in which the member works at least 350 hours under the terms of the Plan.

## **Your Benefit at Retirement**

### **Accrued Pension:**

Your accrued pension is based on the total hours worked and reported on your behalf. The amount of pension you will receive is based on a formula of hours worked as follows:

**From inception to December 31, 1973** – a monthly pension of \$21.00 for each full year and a proportionately reduced amount for any partial year of credited service

**From January 1, 1974 to December 31, 1981** - a monthly pension of \$1.65 for each 100 hours worked in each plan year.

**From January 1, 1982 to December 31, 1988** - a monthly pension of .0165¢ for each hour worked in each plan year.

**From January 1, 1989 to December 31, 1990** - a monthly pension of .03¢ for each hour worked in each plan year.

**From January 1, 1991 to December 31, 1997** - a monthly pension of .04¢ for each hour worked in each plan year.

## **From January 1, 1998 onward –**

A monthly pension of .05¢ for each hour worked in each plan year.

On May 1, 1998 the trustees of the plan approved a 30% increase for all participants in the plan for accrued benefits to December 31, 1997.

Further improvements may be granted in the future based on the performance of the fund, subject to actuarial valuations.

Examples of pension accrual are shown at the back of this booklet.

## **Pension Payments**

### **Normal Form:**

The normal form of pension is a life annuity, guaranteed for a minimum of 60 months. Should you die prior to receiving sixty monthly pension payments, the payments would continue to your beneficiary for the remainder of the sixty monthly period, or a lump sum payment equal to the present value of the remaining payments would be made.

### **Mandatory Form:**

If you have a spouse, B.C. pension legislation requires that your pension be paid in a form that

guarantees that a pension of at least 60% continues to your spouse should you predecease her. Your spouse may waive her right to this option, in which case you may elect to receive your pension in the normal form or any of the optional forms available.

### **Optional Forms:**

If you do not have a spouse, or if she has waived her rights to a 60% survivor pension, then you may elect to receive your pension as a straight life annuity with no guaranteed period, or you may wish to have a guaranteed period of 10 or 15 years. You can also elect a pension that gives your spouse more than 60% of your pension if you predecease her.

In the case of early retirement, you may elect to increase the amount you receive prior to the commencement of OAS or Canada Pension. An option sheet will be provided to you prior to your retirement so that you can choose the most appropriate one for your situation.

Your first pension payment will be made at the end of the month following your retirement. The payment can be made directly to you or by automatic direct deposit, to your bank account.

**Disability Benefits:**

If you have at least two years of credited service with the Plan, you may apply for pension benefits if you become totally and permanently disabled. The disability pension would be based on your accrued pension to the date of disability. You may also be eligible for a supplemental disability pension; if you had accumulated at least 1,000 hours of covered employment in the 24 months immediately prior to the date of disability.

**In the event of death:**

In the event of your death after retirement, benefits would be paid according to the form of pension you had selected at retirement.

In the event of your death before retirement, if a spouse survives you, then your spouse would be entitled to an immediate monthly pension for the remainder of her lifetime, which is equal to 50% of your total accrued pension.

On February 20, 2001 the Trustees for the Vancouver Island Sheet Metal Workers' and Roofers' pension plan passed a motion to increase the monthly pension benefit paid to a spouse, in the event of a members death before retirement, from the current 50% of the members total accrued pension to 60%.



The implementation of this motion is subject to approval of the BC Pension Standards Branch.

If you are not survived by a spouse but by one or more dependents, then they would receive a monthly pension shared equally between them, equal to one-half of your accrued monthly pension until they have reached the age of 18.

If you are not survived by a spouse or any dependents then your designated beneficiary or estate will be paid a lump sum equal to the present value of 60 monthly pension payments of 50% of the accrued pension you had earned.

**Termination of Plan Membership:**

If you do not complete at least 350 hours of covered employment in two consecutive calendar years, your membership in the plan will be terminated. Upon termination you will receive a statement from the Plan describing the options available to you. If you are not vested with the plan, you will lose all rights and credits under the plan. If you are vested with the plan, you may request a transfer value equal to the actuarial present value of your accrued pension.

**Marriage Breakdown;**

Any pension accrued under this plan is subject to applicable provincial property law. A member in

the Plan may assign all or part of his accrued pension to his spouse as determined by the legal agreement reached between them. Under the Family Relations Act the spouse of the member can apply to the plan to become a Limited Member of the Plan and be eligible to receive a pension. Current legislation requires that specific forms must be filed with the plan in order to divide the pension.

### **Plan Statements:**

#### **Annual Statement:**

Each year, usually in February the Plan office will issue you a statement that shows your pension earned to December 31<sup>st</sup> of the previous year, along with other information about your status in the plan.

#### **Statement on Termination of Membership**

If your membership in the plan is terminated, (after two calendar years with less than 350 hours) you will be provided with a statement regarding your status and entitlements under the plan.

## **Retirement Statement**

In the year prior to your retirement you should contact the plan office to receive a statement of the options available to you and other information which you may require in order to make the most informed decision regarding your retirement.

## Example of Pension Accrual - # 1

A member is first covered on April 1, 1968 at age 27 and retires from the industry at age 60 on April 1, 2001. He would receive his first pension payment on April 30, 2001.

He was credited with 6 years of past service

### Past Service

6 years @ \$21.00                      \$ 126.00

### Current Service

Year	Hours	Pension Credits	
1968	1450	1 full year	\$ 21.00
1969	1700	1 full year	\$ 21.00
1970	1800	1 full year	\$ 21.00
1971	1380	1 full year	\$ 21.00
1972	1560	1 full year	\$ 21.00
1973	1295	1 full year	\$ 21.00
1974	1650	16 x 1.65	\$ 26.40
1975	1900	19 x 1.65	\$ 31.35
1976	1500	15 x 1.65	\$ 24.75
1977	1605	16 x 1.65	\$ 26.40
1978	790	7 x 1.65	\$ 11.55
1979	680	6 x 1.65	\$ 9.90
1980	1270	12 x 1.65	\$ 19.80
1981	1410	14 x 1.65	\$ 23.10



## Example of Pension Accrual - #2

The plan begins receiving contributions for a member at age 25 in January 1992. He is not entitled to any past service credit. He works steadily to retirement at age 60, each year working 1600 hours.

### Current Service

Year	Hours	Pension Credits	
1992	1600	$1600 \times .04$	\$ 64.00
1993	1600	$1600 \times .04$	\$ 64.00
1994	1600	$1600 \times .04$	\$ 64.00
1995	1600	$1600 \times .04$	\$ 64.00
1996	1600	$1600 \times .04$	\$ 64.00
1997	1600	$1600 \times .04$	\$ 64.00
May 1, 1998 – 30% increase			\$115.20
1998	1600	$1600 \times .05$	\$ 80.00
1999	1600	$1600 \times .05$	\$ 80.00
2000	1600	$1600 \times .05$	\$ 80.00

If we assume that he continues working for the next 26 years @ 1600 hours per year and earns a monthly pension credit of \$80.00, then he would earn:

$$\$ 80.00 \times 26 = \quad \$2,080.00$$

Total projected monthly pension upon retirement would be

\$ 2,819.20



## Table of Contents

Forward .....	2
The Plan .....	3
Life Insurance .....	13
Accidental Death .....	15
Dental .....	17
Extended Health .....	24
Wage Indemnity .....	28
Bereavement .....	29
Court Leave .....	29
Retirees Benefits .....	31



## **Introduction**

The Island Sheet Metal Workers and Roofers Welfare Plan has been designed for the members of Local 276. . A Board of Directors administers the Plan.

The employers contribute to the Plan, on behalf of eligible members, an amount set out in the current collective agreement for every hour of employment. Employers and their office staff may also participate in the Plan as Associate Members.

The following text is a summary of the Plan Document. The official text is available for examination at the Welfare office. In the event of any inconsistency or misunderstanding, the benefits will be administered according to the Plan Document and the applicable contracts issued by participating insurance companies.

Please read through this booklet carefully so that you can fully understand how the Plan works for the benefit of yourself and your family.

**THE PLAN**

Your Health and Welfare Plan consists of the following:

1. Medical Services Plan of BC
2. Group Life Insurance –  
Member - \$60,000.00  
Spouse - \$10,000.00
3. Accidental Death & Dismemberment – up to \$60,000.00
4. Dental  
Plan A – Basic Procedures – 100%  
Plan B – Crowns & Bridges – 80%  
Plan C – Orthodontics – 70%  
(Plan C maximum \$3,500.00)
5. Extended Health
6. Wage Indemnity – EI maximum, (integrated with EI) payable for 26 weeks
7. Bereavement – 3 days maximum
8. Jury Duty/Court Leave – 10 day maximum

## ***Eligibility for Coverage***

Any member of Local 276 covered by a collective agreement, which requires contributions to the Welfare Plan, is eligible for coverage. Employers signatory to Local 276 and the office staff of such employers may join the Plan as Associate Members. Any person who has attained age 65 is not eligible to join the Plan as an Associate Member.

## ***Eligible Dependents***

The following dependants are eligible for coverage:

1. The spouse or common law spouse of a covered member. Common law is defined as co-habituating in a marriage like relationship for a minimum of six months.
2. Any child or stepchild, legally adopted child or legal ward of the member who is unmarried and a dependent of the member.

For coverage with BC Medical, the child must be under the age of 19, or between the ages of 19 to 25 and in full time attendance at a school or university.

For Dental and Extended Health coverage the child must be under the age of 21, or between the ages of 21 to 25 and in full time attendance at a school or university.

### ***QUALIFYING FOR BENEFITS:***

#### **Sheet Metal Apprentices**

Under the terms of the current collective agreement effective May 1, 2000, benefits are set out for apprentices depending on the hours they have worked. Apprentices in their probationary period, who have worked less than 800 hours, are not eligible for benefits under this plan. Employers will begin remitting payments on behalf of Sheet Metal Apprentices upon completion of 800 hours. These payments will provide basic coverage for BC Medical. Once an apprentice has completed 1601 hours, their employer will begin remitting all funds due under the welfare plan and the apprentice will become eligible for benefits as set out below.

#### **Regular Members:**

In order to be eligible for benefits, a member must have worked and had reported by their employer, 240 hours within a six month period.

Once eligible, the Welfare office will send out the necessary enrolment forms for Plan coverage. These enrolment forms, along with required documentation must be completed and returned within the time stipulated, to the Administrator of the Welfare Plan.

### ***COMMENCEMENT OF COVERAGE***

Coverage will begin on the first of the month following the month in which the necessary enrolment cards are completed and returned to the Plan office.

Identity cards for Dental and Extended Health coverage will be sent out. BC Medical will issue you a new “Care Card” only if you have never been enrolled with BC Medical or if there have been changes to your personal information, otherwise you can continue to use the permanent card issued by BC Medical.

### **Hour Bank**

Each member has an “Hour Bank” account. When you are employed, your employer must remit to the Welfare Plan, the hours you have worked each month, along with the funds as set out in the collective agreement. These hours are

due in the Welfare Plan office by the 15<sup>th</sup> day of the month following that in which they are worked. (As an example hours you work in May are received in this office on June 15<sup>th</sup>.) Each month hours reported for you are deposited to your welfare “hour bank” When you are covered under the plan, 120 hours are withdrawn from your “hour bank” account each month in order to provide for your coverage. Members can accumulate a maximum of 1,440 hours in their account. The accumulated hours may be used during periods of poor employment, illness or vacations. Any hours in excess of 1,440 are transferred to the Welfare General Account.

## **Maintaining Coverage**

Once enrolled on the Plan, your coverage is maintained as long as you have sufficient hours in your hour bank. Should your hour bank drop below 120 hours, you may maintain coverage by “self - payment”. An information letter setting out options and eligibility along with a bill are sent out at the beginning of each month to those members who have insufficient hours. Coverage will continue provided payment is received in the Welfare Plan office by the 20<sup>th</sup> day of the billing month. Members can “self-pay” for coverage for up to six

continuous months. At that time coverage with the Plan will cease.

### **Maintaining Coverage – Roofing Material Handlers –**

In order to maintain coverage, Roofing Material Handlers must have regular employment with an employer signatory to our collective agreement.

### ***TERMINATION OF COVERAGE***

Coverage will terminate when your hour bank falls below 120 hours and the welfare office does not receive the required payment, or when you have self paid for coverage for the maximum period of six consecutive months.

### **Retirement**

Upon retirement, a member is no longer eligible for coverage under the Welfare Plan. Coverage will cease at the end of the month in which you retire.

### **Suspension of Union Membership**

If you are suspended as a union member from Sheet Metal Workers International Association, Local 276, and are covered by the Plan, coverage may continue for the month in which such suspension takes place provided that there are sufficient hours in your hour bank. Coverage will

cease at the end of that month. Any remaining hour bank balance will be maintained for a period of one year. After that time the hour bank balance will be transferred to the Welfare General Account.

### **Withdrawal from Union Membership**

If you are issued and maintain a valid withdrawal card from Sheet Metal Workers International Association, Local 276, you may continue to be covered for the month in which the withdrawal card is issued.

### **Transfer Card**

If you transfer from this Local to another within the International Association, you may continue to be covered for the month in which your transfer takes place. You may also be covered for an additional two months, provided there are sufficient hours in your hour bank. Any balance in your hour bank may be transferred to your new local upon the written request of that local's administrator.

### **Conversion**

If your coverage with this plan is cancelled, you must contact the Medical Services Plan of BC in



order to be covered for basic medical. In addition, a member or former member covered under our plan is entitled to convert to one or more of the individual plans (Life Insurance, Dental, Extended Health) offered directly through the Insurance company. In order for you to be eligible, please contact the insurance company within 31 days of the date of the cancellation of your coverage. Please contact the Welfare Plan office for further information.

### ***REINSTATEMENT OF COVERAGE***

If your coverage is cancelled, you must requalify for coverage as set out in **“Qualifying for Benefits”**

### ***MEMBERSHIP RESPONSIBILITIES***

When completing your enrolment cards, you must list all eligible dependants that you want covered. If you wish to add a dependent after coverage has started we may require proof of insurability. If you wish to add a common law spouse after your coverage has started there will be a three month waiting period.

If you receive a notice for self-payment of coverage do not ignore it. If you think it is incorrect, contact the Plan administration office immediately.

If a required payment is not received, this office must assume you do not wish to continue coverage and your coverage will be cancelled. In order to re-enrol, you must requalify as set out above.

**All changes made to your coverage must be done through the Welfare Plan office.**

Please keep the Welfare Plan office advised of any change of address.

If you lose your ID cards, please contact this office for replacements. BC Medical will replace a Care Card for a fee of \$10.00. If you need to replace a care card please contact this office for an order form.

+

### ***NOTIFICATION OF PLAN CHANGES***

The directors of the Welfare Plan have the right to make changes to the Plan that they deem necessary. If changes are made to the Plan, written notification will be sent by regular mail to your last recorded address as shown in the Administrators records. Notification will be deemed to have been given at the earlier of:

1. actual receipt of notification
2. 72 hours following the mailing of such notice.

### **General Information**

Please keep your own pay slips. Errors may occur in reporting, tabulating or entering your hours.

Keep a record of your employers; their address and hours worked each month.

If you have any questions regarding the general operation of the Welfare Plan or information regarding entitlement to benefits don't hesitate to contact the Union office.

You can reach us at:

Phone # (250) 727-3458

Fax # (250) 727-7154

Toll Free # 1 800-448-4177

Address:

3947A Quadra St., Victoria, BC V8X 1J5

email:

## **Qualifying and Maintaining Coverage as an Associate Member**

An employer who is signatory to a collective Agreement with the Sheet Metal Workers International Association Local 276 may apply to the Administrator for coverage under the Plan. Full time office staff of that employer may apply for coverage provided they have been employed for a minimum of three full calendar months.

At the time of applying for coverage each application must be accompanied by two months premiums. Coverage will begin on the first day of the month following the month in which the Administrator of the Plan receives the premiums and enrolment cards. The directors of the Plan will set the monthly premiums. To maintain coverage as an associate member, monthly premiums must be received each month following the month of enrolment. All Associate Members must be actively at work for the signatory employer. If an associate member leaves the active employment of a signatory employer, their coverage will continue for that month plus one additional month. At that time coverage will be cancelled. Coverage will also be cancelled should the necessary monthly premiums not be received.

**Coverage for an Associate Member does not include the following:**

- 1. Wage Indemnity**
- 2. Bereavement**
- 3. Jury Duty/Court Leave**

## Life Insurance

In the event of your death, your named beneficiary or estate will receive payment of the amount of your Group Life Insurance as follows:

To and including age 64 .....	\$60,000.00
Age 65 and over .....	\$ 5,000.00

**Please ensure that your beneficiary card is kept up to date with the Welfare Plan office.**

### Conversion Option

If your coverage terminates while this policy is in force, or if this policy is terminated and you have been covered for a least five years, you may, on or before your 65<sup>th</sup> birthday, apply to the insurance company for a standard individual insurance policy. Your application must be made within 31 days of the termination.

### Waiver of Premium

Should you become totally disabled prior to your 65<sup>th</sup> birthday and remain in that condition for a period of 6 months, your life insurance will, with satisfactory proof of total disability, be continued without payment of premiums.

**Please contact the welfare plan office for further information, should either of the above situations arise.**

## Spousal Life Insurance

Should you lose your spouse through death from any cause you may receive the life insurance of \$10,000.00. Please make sure to have your spouse complete and sign the beneficiary cards sent out with your enrolment package, designating you as beneficiary.

Spousal life insurance benefits terminate:

- a. When the member's coverage terminates
- b. On the date the spouse no longer qualifies as a spouse as defined under this benefit.
- c. On the date your spouse attains age 65.

## Accidental Death and Dismemberment

If death or dismemberment should occur while you are covered by the Plan, you will be eligible for a maximum benefit of \$60,000.00, reducing to \$5,000.00 upon attaining age 65, terminating upon attaining age 70, as follows.

Loss of Life	100%
Both hands or both feet	100%
Entire sight of both eyes	100%
One hand & one foot	100%
One hand & entire sight of One eye	100%
One foot & entire sight of One eye	100%
Speech & hearing	100%
One arm or one leg	75%
One hand or one foot	66 <sup>2</sup> / <sub>3</sub> %
Entire sight of one eye	66 <sup>2</sup> / <sub>3</sub> %
Speech or hearing	50%
Thumb and index finger of Same hand	33 <sup>1</sup> / <sub>3</sub>
Quadriplegia	100%
Paraplegia	100%

The benefit for loss of life will be paid to your named beneficiary or estate. The payment of any other loss will be made to you.



## **Exceptions**

No benefit will be payable due to any loss caused by suicide, self-inflicted injury, or self -inflicted injury sustained while intoxicated with a blood alcohol level of .08% or higher or under the influence of any narcotics unless administered by a physician. No benefit is payable if committing or attempting an assault or criminal offence.

## Dental

Your dental coverage is made up of three parts:

1. Plan A, covers basic procedures
2. Plan B, covers crowns and bridges
3. Plan C, covers orthodontics

Once covered by the Plan, inform your Dental office that you are a member of a dental care plan and show your identification card. It is important that you ask your dentist if the Plan will cover the entire cost of your treatment. The payments that your plan will make are based on a fee schedule. If your dentist charges more than the fee schedule, you will be responsible for any difference.

Most dentists will bill the insurance company directly for the services performed; however they may wish you to make the payment and have the insurance company reimburse you. If the dentist require that you make the payment directly, make sure he provides you with the necessary claim form indicating the services rendered. You must then send the claim form to the insurance company for reimbursement.

The following dental services are covered.

## Plan - A

### Basic Restorative and Preventative Service

The dentist or member will be reimbursed 100% for all *eligible* expenses incurred under Plan A of the dental coverage.

Members and Dependents are entitled to the following dental services when performed by a dentist.

**Diagnostic Services:** Those basic procedures necessary to assist the Dentist in evaluating the existing conditions to determine the required dental treatment including:

- Standard exam - 2 per year
- consultations - 2 per year
- X-rays - limited to the equivalent of one full mouth series per year.

**Preventative Services:** Those basic procedures necessary to prevent the occurrence of oral disease including:

- cleaning - 2 per year
- topical application of fluoride - 2 per year
- fixed space maintainers.

**Surgical Services:** Those basic procedures necessary for the extraction of teeth and other basic

surgical procedures normally performed by a dentist.

**Restorative Services:** The basic procedures necessary to restore tooth surfaces broken down as a result of decay. Included are

- Fillings limited to five surfaces or the dollar equivalent per tooth in a two year period.
- Stainless steel crowns, once per tooth in a five year period.
- Gold onlays - once per tooth in a five year period, only when three or more surfaces of the tooth are to be restored, and one or more cusps are missing. (pre-approval from the insurance company is required for this service)

**Prosthetic Repairs: Services** included are

- removal and recementation of fixed appliances
- repair, rebase, and reline of removable appliances

**Endodontics:** Services included are

- treatment of diseases of the pulp chamber and pulp canal, once per tooth per lifetime of patient
- root amputation

**Periodontics:** Services included are

- treatment of diseases of the gum and bones surrounding and supporting the teeth.

## **Plan B**

### **Major Restorative Services**

The dentist or member will be reimbursed 80% of eligible expenses incurred under Plan B of the Dental Coverage

Eligible expenses include the following services required for replacement of missing teeth or the major reconstruction of decayed teeth where basic restorative methods cannot be used satisfactorily;

- Partial dentures
- Complete upper and lower dentures
- Veneers, crowns and bridges

**Limitations:**

Only one Plan B services on the same tooth will be covered in a five year period

No benefit is payable for the replacement of lost, broken or stolen dentures

Veneers, crowns and bridges will be paid only when decay is evident on pre-treatment x-rays.

**Plan C**

**Orthodontics**

The dentist or member will be reimbursed 70% to a maximum of \$3,500 per member or dependent under Plan C of the dental coverage.

Benefits shall be payable for those services described as Orthodontics and listed in the fee guide of the College of Dental Surgeons of BC

No benefit is payable for the replacement or repair of appliances which are lost, broken or stolen.

**Claims procedure.**

The normal procedure for payment of orthodontic treatment is follows:

The orthodontist submits a plan of the anticipated treatment needed along with the cost of the treatment to the insurance company for approval.

Most orthodontists will require payment from you directly. The dental office will provide an orthodontic claim form or receipt, which you must submit to the insurance company for reimbursement. The insurance company will supply a new claim form when they mail the reimbursement cheque to you

There is an initial fee for records, photos and diagnostic models, with the balance of fees due prorated over the months of the treatment period.

If you pay the full amount to the dentist in advance, the eligible expenses will be prorated over the months of the treatment period. Payment made by the insurance company will be made on a monthly basis until the maximum is reached or the treatment is completed.

### **Emergency Treatment**

If while travelling outside the province, you require emergency dental care, you are entitled to the services of a qualified Dentist and will be reimbursed up to the amount that this Plan would have paid had the services been rendered inside the province. Itemised statements must be provided with all such claims.

**Exclusions:**

This Plan does not provide coverage for-

Charges for broken appointments, oral hygiene or nutritional instruction, completion of forms or reports or communication costs.

Procedures performed for congenital malformations or for purely cosmetic reasons.

Incomplete, unsuccessful or temporary procedures.

Recent duplication of services by the same or different dentists.

General anesthetic, unless required for services performed by an oral surgeon

Charges for drugs, pantographic tracing, osseous or tissue grafts, implants and or services performed in conjunction with implants.



## **Extended Health Benefits**

The Extended Health Benefits Plan is designed to assist members in paying for specific services and supplies.

**Please note, fees of Chiropractors, Naturopaths, Podiatrists, Physiotherapists and Massage Therapists are covered by BC Medical for twelve visits per year. Each visit is subject to a \$10.00 patient charge. BC Medical mandates that you must use up your twelve visit allowance covered by them prior to being covered by another plan. Therefore the first twelve visits are covered by BC Medical, and this plan is allowed to reimburse you for only the \$10.00 charge, after that we will cover the whole cost of the visit to the maximum as set out below.**

Benefits include:

1. Hospital room accommodations or charges for a semi-private or private room.
2. Emergency ambulance services
3. Drugs and medicines - which legally require a prescription from a physician or dentist
4. Fees of a Physiotherapist or Massage Practitioners to a combined maximum of \$500.00 per calendar year
5. Chiropractor or naturopath to a combined maximum of \$500.00 per calendar year

6. speech language pathologist to a maximum of \$500.00 per year
7. Counsellor registered with the BC Association of Clinical Counsellors or Clinical Psychologist to a combined maximum of \$500.00 per calendar year.
8. Acupuncture treatments to a maximum of \$500.00 per calendar year.
9. Dental treatment required after an accidental injury.
10. Medical Aids and Supplies including:
  - diabetic testing supplies, needles and syringes
  - ostomy and ileostomy supplies
  - walkers, canes, crutches, splints and casts.
  - oxygen, blood, and blood plasma
  - rigid support braces & permanent prostheses.
11. When prescribed by a physician or podiatrist, custom fitted orthopedic shoes to a maximum in a calendar year of \$400.00 for an adult and \$200 for a dependent child
12. Foot orthotics, to a maximum of \$250.00 per calendar year.
13. Standard Medical Equipment including:
  - manual wheelchairs, hospital beds.
  - medical monitors
  - bi-osteogen systems
  - breathing machines
14. Corrective lenses and frames or contact lenses to a maximum of \$200.00 per calendar year.

## **Emergency Benefits Outside the Province**

While a member or dependent is travelling outside the province, benefits are payable for the following eligible expenses incurred in an emergency only when order by a physician.

- ambulance
- hospital rooms charges to a maximum of 90 days If reasonably possible, notify the insurance company within five days of admission.
- Services of a physician, lab and x-ray services
- Prescription drugs

MEDEX. This benefit provides assistance to members in case of travel related emergencies. The special ID Card you have been issued has emergency numbers you can contact for assistance including:

- Locating appropriate medical care
- Investigating, arranging and coordinating medical evacuations and related transportation needs.
- Replacing lost passports, locating qualified legal assistance or arranging interpreters.

**How to submit a claim.**

Claims should be submitted to the insurance company as soon as you have sufficient receipts. The normal turn around time is three weeks, however claims submitted from January to the end of April can take up to six weeks due to the large volume of claims. When you or your covered dependents have accumulated eligible expenses, obtain a claim form from the Welfare Plan office. Follow the instructions on the form, and send all original receipts. We would advise you to keep a copy of your completed claim form. Members who have coverage with another insurance carrier should retain a photocopy of all receipts prior to submitting them to the insurance company as the original receipts will not be returned.

### **Pharmacare:**

Pharmacare is the BC Government plan that reimburses 70% of eligible expenses in excess of a deductible, currently \$800.00 per year. Eligible expenses covered by Pharmacare include:

- Drugs prescribed by a physician
- Insulin, needles and syringes for insulin dependent persons with diabetes
- Blood glucose monitoring strips
- Certain Ostomy supplies

When you purchase prescription drugs, the pharmacist electronically submits all the information to Pharmacare. This electronic system is know as

**PharmaNet.** It immediately lets you know the amount of the prescription that will be covered by Pharmacare. A receipt will be issued by the pharmacist, indicating the amount, if any paid by pharmacare and the amount paid by the member. To claim the amount not paid by Pharmacare submit the receipt with a completed claim form to the Extended Health Department of the Insurance Company. **“Direct Pay Drugs”**

### **Wage Indemnity**

Benefits will be paid to a member who, as a result of non-occupational injury or illness, (with some exceptions) becomes disabled while covered with the Welfare Plan. If you are eligible for EI Medical benefits you must claim them first. The benefit will commence on the first day following a 17 week waiting period, and is payable for a maximum of 26 weeks. If you are not eligible for EI benefits the benefit will commence following a two week waiting period and is payable for a maximum of 26 weeks. The weekly benefit is equal to the current Employment Insurance maximum.

To claim this benefit you must be unable to work and under the care of a Physician. Contact the Welfare Plan office for a claim form, complete the “Claimants Statement” and have your doctor complete the “Physicians Statement” Return the form to the Welfare Plan office for authorization

and we will forward it to the insurance company for payment.

**Third Party Liability:** If you receive benefits under this Plan for loss of income for which there may be a claim against a third party (for example WCB or ICBC) you will be required to complete a Reimbursement Agreement. This will entitle the Plan to be reimbursed for any benefits paid by the Plan which have been recovered from a third party.

### **Bereavement**

Where a member is covered under the Plan, and must be absent from work because of a death in his immediate family, he may be eligible for bereavement leave at his regular rate of pay for a maximum of three days, for the purpose of attending or arranging the funeral.

The immediate family is defined as, parents or step parents, spouse or common-law spouse, children, brother, sister, mother or father in law, sister or brother in law, grandparents or grandchildren.

In order to receive the benefit please contact the Welfare Plan office for a claim form. Complete and return the form along with any documentation required. Your current employer will be contacted for verification.

## **Court Leave**

Where a member is covered under the Plan, and must be absent from work, he may be eligible for reimbursement of his regular rate of pay for a period of up to two weeks, should he be required to attend jury duty, or be on call for jury duty or as a witness in a court action, provided that such court action is not occasioned by the members private affairs.

To receive the benefit, the member must submit the claim form supplied by the Welfare Plan, along with a copy of the subpoena, affidavit or any other supporting documentation requested by the directors of the Plan. The member must make every effort to make himself available for work before or after being required for such jury duty or as a witness whenever possible. Your current employer will be contacted for verification.

**Where there is any doubt or disagreement about the amount or time regarding reimbursement under any of the above coverage, the decision of the Directors of the Welfare Plan shall be final.**

## **Retirees Benefits**

When a member retires, he is no longer eligible to be covered under the Standard Plan, however if the eligibility requirements are met, he will be eligible for coverage under the Retirees Plan.

### **Eligibility**

In order for a member to be eligible for coverage under the Retirees Plan, he must meet the following requirements:

- a. Retired from the Sheet Metal or Roofing industry and receiving a pension from the Island Sheet Metal Workers and Roofers Pension Plan.
- b. Must be a member in good standing of Local 276, either as a limited or retired member.
- c. Must not be covered under any other plan.
- d. Must not be gainfully employed
- e. Must maintain a permanent residence in BC

The retired member shall be covered for the period provided by the remainder of his hour bank account. He may be entitled to extend his coverage by one complete year for each complete five years of continuous membership with Sheet Metal Workers Local 276, immediately proceeding his retirement. Years of membership will not be pro rated. The duration of coverage by self-payment



will be determined upon retirement and the Retiree will be advised of his entitlement.

### **Commencement of Coverage.**

Provided that all eligibility requirements have been met, the member becomes eligible for benefits under this plan on the first day of the month following the month in which he retires.

### **Hour Bank**

When covered under this plan, the retired member will have his hour bank charged 90 hours at the end of each month, to provided coverage for the following month. If at the end of the month there are insufficient hours in his hour bank, his coverage will cease at the end of that month.

### **Self Payment**

Notwithstanding the above, a retired member whose coverage is about to terminate, may make a personal contribution to the Plan in the amount set out by the Directors of the Plan as the "Self Payment" amount, provided he qualifies for an additional period of coverage. He can continue to self pay for coverage until he has exhausted his qualified period.

## **Death of Member**

Should a retired member die while covered by this Plan, his dependent will be eligible to continue coverage until any remaining balance in the member's hour bank has been depleted. If he was entitled to extend his coverage through the self-payment provision, then the dependent spouse may maintain coverage for the same period of eligibility.

## **Termination of Coverage**

A retired member or his dependent shall cease to be covered under this Plan:

1. When he cease to meet the eligibility requirements of the Plan.
2. When any self payment required is not made in a timely manner.
3. When this Plan is terminated.

## **Coverage:**

Retired Members will be covered for all benefits under the Plan. Coverage includes:

- BC Medical
- Extended Benefits:
  1. Fees of chiropractor and naturopath to a combined maximum of \$200.00 per year
  2. Fees of physiotherapist and massage practitioner to a combined maximum of \$250.00 per year

3. Fees of a podiatrist to a maximum of \$100.00 per year
  4. Vision Care to a maximum of \$200.00 every two years
  5. Hearing aids to a \$500.00 lifetime maximum
  6. Acupuncture treatments, rendered by a physician to a maximum of \$100.00 per year.
  7. Drugs and medicines which legally require a prescription from a physician or dentist.
- Dental -           Plan A 80%  
                          Plan B 50%
  - Term life insurance - \$5,000.00

**Please check with the Plan office should you require further information regarding your coverage, or to determine if something is covered. This booklet is an outline only.**