

PART VII

TRAVEL MEDICAL EMERGENCY

*Underwritten by R.S.A.
(Members and Dependents)*

This coverage is extended to Insured Employees/Members and dependents requiring emergency medical care while traveling outside of Canada for up to thirty (30) days because of an accident or illness. Your Emergency Travel Medical coverage provided through RSA and Global Medical Excel Management will cover your eligible medical expenses, as well as help you find your proper medical care.

1. Eligibility

Refer to General Information, Part VIII.

2. Global Excel Management

Global Excel provides professional assistance personnel who are available twenty-four (24) hours daily, worldwide to Participants while traveling outside of Canada.

Please contact Global Excel when you:

- are injured on the job while working outside of Canada;
- are hospitalized or about to be hospitalized;
- need assistance in locating proper medical care nearest you;
- are required to provide insurance verification (may be confirmed by physician or hospital through Global Excel directly);
- are in an accident requiring medical treatment;
- have a medical problem and require a translation service; or
- encounter any serious medical problem.

3. Claims Submission

RSA has an agreement with Global Excel to pay claims and coordinate the payment of claims with the Provincial Health Insurance Plan. Therefore, Participants must submit a single travel claim along with other pertinent information to Global Excel and sign an authorization form allowing Global Excel to recover payment from the Provincial Health Insurance Plan. In the event of an emergency while traveling outside of Canada, please call:

- Canada and USA – 1-866-870-1898
- Mexico – 001-800-514-1518
- Collect – (819) 566-1898

Your policy number is 1059342.

4. Coverage Ceases

Your Emergency Travel Medical coverage terminates at the earlier of age 70, following the depletion of your Hour Bank Account and/or self-pay period, or if you are no longer an active Employee or Member in good standing with Westfair Foods Ltd./UFCW Local 1400 Benefit Plan. Refer to section below.

In order to be considered as Eligible Expenses, there are many benefits that require *prior* approval of Global Excel. **Please refer to RSA's Travel Medical Brochure for more detailed information.**

PART VIII

GENERAL INFORMATION

1. Eligibility

For Sick Pay

A Member shall be eligible for benefits on the first day of the month immediately following a **six (6) month waiting period** during which the Member/Employee has accumulated at least 300 hours in his/her Hour Bank.

For Prescription Drug, Visioncare, Ambulance, Paramedical, Travel Medical Emergency Coverage, Member Life Insurance and AD&D

A Member/Employee and Eligible Dependents (excludes Sick Pay for Eligible Dependents) shall be eligible for benefits on the first day of the month following a two (2) month waiting period after you have attained an average of ten (10) hours of work per week and 17 hours of work per week for Dependents in a processing period (A processing period normally consists of twelve (12) weeks). **ELIGIBILITY OF BENEFITS WILL NOT COMMENCE UNTIL YOU HAVE BEEN EMPLOYED FOR AT LEAST 5 MONTHS.**

2. Termination of Coverage

Coverage shall terminate on the earliest day on which one or more of the following events occur:

- insufficient hours or time worked to meet the benefit eligibility requirements;
- the Member terminates employment with the Participating Employer;
- the Member ceases to be a Member in Good Standing with the Union;
- the bargaining unit is decertified;
- the Participating Employer ceases operations;
- termination of the Benefit Plan;
- after 12 months, if the Member does not return from a temporary absence from employment including leave of absence, vacation, or maternity leave.

3. How To Make A Claim

A supply of benefit forms should be available at your store. If additional benefit forms are required, please contact UFCW Local 1400 at (306) 384-5787 or the Administrator (refer below). For Life and AD&D claims, please contact the Administrator directly.

For more information and for claims submission purposes, the Administrator is as follows:

Coughlin & Associates Ltd.
PO Box 764
Winnipeg, MB
R3C 2L4

Toll Free: 1-800-665-0122

E-mail: winwebmaster@coughlin.ca
(inquiries only)

PART IX

IMPORTANT NOTICE

This brochure is for your general information only; however, it is not the Plan Document and does not grant or confer any contractual rights. In these pages, you will find a brief description of the benefits that you are entitled to, the rules covering eligibility for these benefits and the procedures that should be followed in the event that it is necessary for you to make a claim. The final determination of any claim, questions or problems that may arise will be governed by the Trustees and the Plan Document.

In the event of any variation or discrepancy between the information in this brochure and the provision of the Plan Document, the latter will prevail.

It should be noted that the Trustees may amend the Benefit Plan at any time, in whole or in part, provided that such amendment does not contravene any provision of the Trust Agreement, or its purpose or objective including maintaining the financial stability of the Plan.

1. Notice Regarding Personal Information

When you apply for coverage under the Benefit Plan, the Administrator, Coughlin & Associates Ltd., will set up a file with personal information relevant to your benefit coverage under the Plan.

The purpose of this file is to permit Coughlin & Associates Ltd. to administer all benefits provided to you, and to keep information specific to Coughlin's business relationship with you. This includes the following:

- underwriting and financial reporting;
- claims adjudication and management;
- internal and external audits;
- Preparation of regulatory and statutory reports.

The files are kept in the office of the Plan Administrator. The staff of Coughlin & Associates Ltd. have access to the file when required for benefit purposes.

You have certain rights of access and correction with respect to the information in your file. A request for access or correction must be in writing and may be sent to the Plan Administrator, Coughlin & Associates Ltd., PO Box 764, Winnipeg, Manitoba, R3C 2L4.

2. Privacy

Effective January 1, 2004, the Federal Personal Information Protection and Electronic Documents Act (PIPEDA) governs the collection, use and disclosure of all personal data by all Canadian commercial organizations. Thus, every transaction involving the handling of personal data (collection, use, transfer, disclosure, storage, accessing, processing, etc.) has to be conducted in accordance with the Act.

Coughlin & Associates Ltd. is committed to respecting your right to privacy and safeguarding your personal information. For more information regarding Coughlin's Privacy Policy, please contact Coughlin & Associates Ltd. directly or via the website www.coughlin.ca

PART X

ELIGIBLE DEPENDENTS

Eligible Dependents means the spouse and the unmarried financially dependent children of an Employee. A spouse is a person who is legally married to the Employee, or who has cohabited with the Employee for at least one year in a common-law relationship if neither are married, or who has cohabited with the Employee for at least 3 years in a common-law relationship if either remains legally married to another person. Only one spouse can be considered a Dependent. If a Member has more than one spouse, the person designated by the Member as the spouse shall be considered to be the spouse. A dependent child is a natural child, legally adopted child, or stepchild who has not reached his 18th birthday, or if enrolled in a full-time course of education, has not reached his 25th birthday, or is over age 18 and is not capable of self-sustaining employment by reason of mental or physical handicap. A child of a common-law spouse is considered a Dependent if the child meets the foregoing age requirements.

PART XI

HEALTHCARE SPENDING ACCOUNT

Introduced January 1, 2016, a Healthcare Spending Account allocation of \$300 per insured Member on record, at that time, within Division 01 and subsequent (new allocation) \$300 per insured Member on record as at January 1, 2017. The \$300 allocation or remaining balance is subject to the forfeiture at the conclusion of 24 consecutive months from the date of the initial allocation.

The purpose of the Healthcare Spending Account is for eligible Members and their families to offset additional Health and Vision expenses or services incurred above and beyond the coverage presently offered by the Benefit Trust Fund (i.e. coverage not included in Plan parameters, including any expenses in excess of Plan maximums) provided the charge is an allowable medical expense/service within Section 118.2(2) of the Canadian Income Tax Act and Regulations 5700 under a Private Services Plan. A list of eligible medical expenses is available on the CRA website via the link <http://www.cra-arc.gc.ca/tx/ndvdl/tps/nem-tx/rtrm/cmptng/ddctns/lns300-350/330/llwbl-eng.html>.

Termination

In the event of termination of Membership, the remaining Healthcare Spending account balance will be immediately forfeited to the Trust Fund.

Death

In the event of a Union Member's death, coverage will be extended to the surviving dependants as follows:

1. Spouse – until the balance of the Healthcare Spending Account is depleted.
2. Dependent Children – until they no longer qualify as dependants under the Group Insurance Plan.

Marital Separation / Divorce

As per the provisions for the insured benefits, the Healthcare Spending Account will not be extended to the spouse following separation or divorce. Alternatively, eligible dependent children will continue to be eligible for participation at the discretion of the Union Member.

**WESTFAIR
FOODS LTD./
UFCW LOCAL 1400**

**BENEFIT
PLAN**

- DIVISIONS 01 & 02 -



JANUARY 2017

This brochure contains only the highlights of the Benefit Plan. All rights and benefits are determined in accordance with the Plan Text. If there are any discrepancies between this brochure and the Plan Text, the Plan Text will prevail.

THE BOARD OF TRUSTEES

Employer-Appointed Trustees	Union-Appointed Trustees
J. Weicht	N. Neault I. Figueiredo

CONSULTANTS AND ADMINISTRATORS

Coughlin & Associates Ltd.

If you have any questions please write or call the:

PLAN ADMINISTRATOR
Westfair Foods Ltd./UFCW Local 1400 Benefit Plan
Suite 100 – 175 Hargrave Street
Winnipeg, Manitoba R3C 3R8
Telephone Toll Free: 1-800-665-0122

Mailing Instructions:

When writing, please include the following information:

- (a) Your full name printed clearly.
- (b) Your home address.
- (c) Your telephone number.

Note: Benefit revisions are applicable to new treatment (claims incurred) January 1, 2016, and beyond.

PART I

MAINTAINING ELIGIBILITY FOR BENEFITS

Your eligibility for benefits will remain in effect for up to six (6) months at no cost to you. You may make self-payments to maintain your eligibility for benefits for up to twelve (12) months. A self-payment is \$30.00 for each month you wish to maintain your eligibility for benefits.

The first payment must be mailed to the Administrator within two (2) weeks of the date your leave of absence, or maternity or parental leave began, and a payment must be remitted each month thereafter. DOCUMENTATION FROM YOUR EMPLOYER OF YOUR ABSENCE MUST BE PROVIDED WITH THE FIRST PAYMENT.

Your cheque or money order must be made payable to the **“Westfair Foods Ltd./UFCW Local 1400 Benefit Plan.”**

If you return to work after a leave of absence your eligibility for benefits will re-commence on the first day of the month following a two (2) month waiting period after you have attained a required average number of hours of work per week in a processing period.

If you return to work immediately after a maternity or parental leave, you will, upon your return, have the same eligibility for benefits you had before leaving.

PART II

SICK PAY BENEFITS (Members Only)

A Member who is absent from employment from an applicable store of the Participating Employer due to a Physical Condition shall be entitled to sick pay benefits as follows:

1. Eligibility

Refer to General Information, Part VIII.

2. Hour Bank Operation

An Employee shall accumulate one “sick day” credit for every 300 hours accumulated in the Employee’s Hour Bank up to a maximum of 7 “sick day” credits or 2,100 hours.

A Member’s Hour Bank shall be reduced by 300 hours for each “sick day” credit paid in accordance with the Benefit Plan.

3. Benefit Period

Benefits shall commence on the first complete day of absence from employment due to a Physical Condition and shall be paid for each such day up to the number of sick day credits accumulated in the Member’s Hour Bank until recovery or death, whichever event occurs first.

4. Benefit

Sick Pay Benefits are payable according to the following scale:

If your hourly rate of pay is:	Sick Pay Benefit
\$16.00/hour or less	\$50.00/day
\$16.01/hour or higher	\$60.00/day

5. Exclusions

The following list may be amended, from time to time, at the discretion of the Trustees. No reimbursement shall be made:

- for any partial day of absence;
- if a Member is entitled to receive disability or loss of time benefits from any other source, such as but not limited to, the Workers’ Compensation Board, the Employment Insurance Commission or a public or private automobile insurance agency, for the same day or days;
- for any sick day taken while a Member is on layoff, leave of absence, vacation or maternity leave which is not due to a Physical Condition;
- for any day that a Member is serving a prison sentence;
- if the Physical Condition results directly or indirectly from any of the following:
 - intentionally self-inflicted injury;
 - war, whether declared or not;
 - participating in a riot or insurrection;
 - participating in the military, naval or air service of any country or international authority;
- committing or attempting to commit a criminal offence, or provoking an assault, other than when the sole offence is a charge related to the operation of a motor vehicle while impaired;
- for any day during which a Member does any work for pay or profit;
- if the Physical Condition is as a result of cosmetic surgery, except where the operation is required:
 - to correct deformities resulting from sickness or injury;
 - to correct congenital defects that significantly interfere with function.

6. Proof of Loss

Written proof, in the form prescribed by the Trustees, that a Member was absent from employment due to a Physical Condition must be submitted, to the Administrator, within 45 days following the date such absence occurred. Failure to furnish such proof, within the time required, shall not invalidate or reduce any claim, if it was not possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible thereafter, but in no event, except in the absence of legal capacity, later than one year from the date proof is otherwise required.

PART III

PRESCRIPTION DRUG COVERAGE (Members and Dependents)

1. Eligibility

Refer to General Information, Part VIII.

2. Benefit

Charges incurred for Drugs and related supplies, which require the written prescription of a licensed medical doctor or dentist, or where legally permissible, by another licensed practitioner, and are dispensed by licensed pharmacists in Canada, **but cannot be purchased “over the counter”, are eligible for reimbursement. Coverage is provided up to a maximum of \$800 per Individual per calendar year inclusive of:**

- oral contraceptives;
- smoking cessation products (i.e. Nicoderm, the Patch, etc.) up to a lifetime maximum of \$800 per person;
- life-sustaining drugs;
- standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic injectors, and similar products are not covered).

3. Exclusions

Charges for the following services and supplies **are not** eligible for reimbursement:

- vitamins;
- contraceptives (other than oral);
- drugs which have no therapeutic value;
- dietary foods/supplements;
- drugs and/or products prescribed for sexual dysfunction, obesity, or infertility.

PART IV

VISIONCARE COVERAGE (Members and Dependents)

1. Eligibility

Refer to General Information, Part VIII.

2. Benefit

Expenses incurred by an Eligible Individual for eye examinations, frames and lenses, or contact lenses, when prescribed by a licensed medical doctor, ophthalmologist or optometrist are eligible for payment.

Eye Glasses, Contacts

Benefit coverage is inclusive of prescribed eye glasses (frames and lenses) or contacts up to \$200 per Individual every 24 months.

Examinations

\$100 per Individual every 24 months

3. Exclusions

Charges incurred for the following service and supplies are not eligible for reimbursement. This list may be amended, from time to time, at the discretion of the Trustees:

- sun glasses;
- safety glasses;
- tinting;
- any form of eyeglasses required as a condition of employment.

PART V

AMBULANCE & PARAMEDICAL SERVICES (Members and Dependents)

1. Eligibility

Refer to General Information, Part VIII.

2. Benefit

Ambulance
Up to \$300 for transportation to nearest emergency medical facility or hospital

Paramedical Services

Coverage has been implemented up to \$300 per Individual per Specialist per calendar year inclusive of the following: Licensed Podiatrists, Chiroprodists, Chiropractors, Massage Therapists, Physiotherapists, Psychologists, Speech Therapists, Naturopaths, Acupuncturists, and Osteopaths.

3. Exclusions

Paramedical Services
Services performed by an unlicensed specialist.

PART VI

MEMBER LIFE INSURANCE AND MEMBER AD&D

1. Eligibility

Refer to General Information Part VIII.

2. Member Life Insurance

\$10,000 flat benefit. Coverage ceases at retirement.

3. Member Accidental Death & Dismemberment

\$10,000 flat benefit. Coverage ceases at retirement.

If you suffer one of the losses listed in the policy as the result of an accident which occurs while you are insured, you will be paid the factor or portion of the Principal Sum. The loss must occur no later than 365 days after the accident. For loss of use, the loss must be continuous for 365 days. If you suffer multiple losses to the same limb as the result of the same accident, only the loss providing the highest amount payable will be paid.

If you die as a result of an accident, Great-West Life will pay the Principal Sum to your named beneficiary.

If you have not named a beneficiary or there is no surviving beneficiary at the time of your death, payment will be made to your estate. Your employer will explain the claim requirements to your beneficiary.

The Principal Sum is the maximum amount that will be paid for all injuries resulting from the same accident. For paraplegia, hemiplegia, and quadriplegia, the maximum amount that will be paid for all injuries resulting from the same accident is two times the Principal Sum.

For complete details of loss of use principal sum benefit amounts, please contact the Plan Administrator, Coughlin & Associates Ltd.

No benefits are paid for injury or death resulting from:

- Intentionally self-inflicted injury or suicide
- Viral or bacterial infections, except pyogenic infections occurring through injury for which loss is being claimed
- Any form of illness or physical or mental infirmity
- Medical or surgical treatment, except surgical reattachment
- War, insurrection or voluntary participation in a riot
- Service in the armed forces of any country
- Air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

4. Waiver of Premium for Disability

If you become totally disabled before age 65, your Life Insurance may be continued without payment of premiums, throughout the duration of your disability up to age 65. If you have been totally disabled for at least six (6) months, you must apply for the Waiver of Premium benefit.

AD&D Insurance will be continued without further premium payment during any period your Life Insurance is being continued under the waiver of premium benefit. Your Insurance under this waiver of premium will terminate automatically when this benefit terminates.

Claim forms must be received by the Plan Administrator and Great-West Life within twelve (12) months of the date of disability. Your premiums will be waived following six (6) continuous months of total disability. Proof of a continuing disability may be required from time to time.

5. Conversion Privilege

If any of your insurance terminates on or before your 65th birthday, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your Administrator for details.

Participating Employers

Retail (Wholesale Club and Superstores) – Division 01
Extra Foods – Divon 02