

Manitoba Safeway/UFCW Local 832

Health & Welfare Plan 2



Summary of Benefits

November 1, 2011

This Booklet describes the benefits available to certain part-time employees of Canada Safeway Limited in Manitoba, who are members of UFCW Local No. 832.

This Booklet can be seen at www.ufcw832.com

The Plan is operated by a Board of Trustees with an equal number of Trustees appointed by Safeway and the Union. The Trustees have full authority to resolve all questions related to the provisions of the Plan.

Provisions of the Plan may be changed depending upon the financial experience, or at the discretion of the Trustees, if the change is in the best interests of the Plan. This can include an increase or decrease in the amount of coverage.

The Plan is governed by the Plan Text. If there is any discrepancy or dispute in the wording of the Booklet and the Plan Text, the Plan Text will prevail.

FOR INFORMATION ABOUT YOUR ELIGIBILITY, COVERAGE OR CLAIMS, CALL OR WRITE THE ADMINISTRATOR.

Please inform the Administrator of any change in your address, marital status, or dependants.

Administrator's Address:

Manitoba Safeway/UFCW Local 832 Health & Welfare Plan 2

3rd Floor, 880 Portage Avenue
Winnipeg, Manitoba
R3G 0P1

Phone: 982-4177 (In Winnipeg)
1-877-982-4177 (Outside Winnipeg)

The Board Of Trustees

**Beatrice Bruske
Mark Dimnik
Peter Darowski
Jeff Traeger
Jim Witiuk
Robert D. Ziegler**

PARTICIPATION

You become a Member of Plan 2 on the first day of the month immediately following the month in which you have:

- a) completed 6 consecutive calendar months of employment with Canada Safeway Limited (at a Manitoba location), provided you are not covered by Plan 1. (Plan 1 is for full-time employees and part-time employees who work an average of 32 hours a week in a 13-week period); and
- b) completed a Registration Form.

If you were eligible for coverage under Plan 1 and lose that coverage due to voluntary restriction of hours, you will automatically become a Member of Plan 2 on the first day of the month immediately following the date your coverage terminates under Plan 1. (This provision does not apply to Milk Plant or Bread Plant employees).

Your participation is suspended while you are laid off, on an approved leave of absence, vacation or maternity leave and during a period of strike or lockout.

Your participation will terminate on the earlier of:

- a) the date your employment terminates due to retirement, resignation, or discharge; or
- b) the date you cease to be a member of Local 832; or
- c) the date you become covered under Plan 1; or
- d) the date Safeway ceases operations; or
- e) the date the Plan is terminated; or
- f) the end of the 12th month of absence due to lay-off, an approved leave of absence, vacation or maternity leave.

Dependants

The Plan defines "Dependants" as your spouse, and unmarried natural, legally adopted or step children, and the children of a common-law or same gender spouse who are: under age 21, or under age 25 and attending an educational institution full-time, or age 21 or over and incapable of self-sustaining employment because of a mental or physical disability which commenced prior to the child's 21st birthday.

A child of your common-law or same gender spouse must have resided with you for a minimum of 12 months.

A spouse is a person legally married to you, or a common-law or same gender spouse who has lived with you for at least one year. Your common-law or same gender spouse will qualify as a Dependant after they have been registered on the Administrator's records for at least twelve months.

Your eligible Dependants will become eligible for Vision Care benefits on the same date you become eligible for benefits, or on the date such person qualifies as a Dependant, if later. A Dependant's eligibility will cease on the earlier of:

- a) the date you cease to be eligible for benefits; or
- b) the date such person ceases to qualify as a Dependant; or
- c) the last day of the third month following the month in which you die.

REIMBURSEMENT

This Plan is second payor.

You must first submit your claim for reimbursement to all other benefit plans under which you or your Dependants have coverage as a member or dependant.

ELIGIBILITY FOR BENEFITS

After you become a Member of Plan 2, you will become eligible for:

Sick Pay benefits on the first day of the month immediately following the month in which you accumulate 350 hours of employment in your Hour Bank.

Medical benefits on either the January 1 or July 1 immediately following the date that you become a Member of Plan 2 (whichever comes first).

SICK PAY

An Hour Bank has been established for you, to which your hours of employment, as reported by Safeway, are credited.

For every 350 hours accumulated in your Hour Bank, you will be granted one "sick day" credit, up to a maximum of 2,450 hours or 7 "sick day" credits.

350 hours will be deducted from your Hour Bank for each "sick day" paid to you.

The following scale determines the amount that will be paid to you for each day that you are unable to work as a result of an illness or an accidental non-occupational bodily injury.

\$55.00	if your hourly rate of pay is \$13.00 per hour or less
\$70.00	if your hourly rate of pay is \$13.01 to \$16.00
\$85.00	if your hourly rate of pay is \$16.01 or higher

For any one such absence, benefits will be paid **for up to** 7 days or until recovery or death, whichever occurs first.

Exclusions...

No payment will be made:

- for any partial day of absence;
- if you are entitled to receive benefits from any other source for the same day or days;
- during the period you are on lay-off, leave of absence, vacation or maternity leave, which is not due to illness or injury; or
- during a period of strike or lockout.

MEDICAL (Employees Only)

If you become eligible for Medical benefits on:

January 1 - you will be entitled to reimbursement for eligible expenses up to a maximum of **\$700** per calendar year.

July 1 - you will be entitled to reimbursement for eligible expenses up to a maximum of **\$350** for the balance of the calendar year. Each calendar year thereafter, you will be entitled to reimbursement for eligible expenses up to a maximum of **\$700** per calendar year.

MEDICAL (continued)

Charges for the following medical services and supplies will be reimbursed at 100% (subject to any maximum specified), up to the yearly maximums, and which are not eligible for reimbursement under any government plan.

- a) Semi-Private Hospital room - maximum of \$50 per day.
- b) Smoking Cessation Products.
- c) Ambulance - charges made by a licensed ground ambulance service for transportation to the nearest Hospital or from a Hospital to your residence.
- d) Braces, Casts, Crutches, Splints, Trusses provided they are obtained on the written order of a medical doctor.
- e) Orthotic insoles/inserts - 2 pairs per calendar year and Orthopedic shoes, provided they are obtained on the written order of a medical doctor or licensed podiatrist.
- f) Private Duty Nurse - registered nurse, licensed practical nurse or a certified nursing assistant, when deemed essential by a medical doctor, and while you are not confined to a hospital, nursing home, home for the aged, rest home or similar facility. Charges must be for care which requires the skills of a nurse, and not for custodial care.
- g) Rental of equipment (or purchased at the recommendation of the Administrator) for temporary therapeutic use provided it is obtained on the written order of a medical doctor.
- h) Artificial limbs and eyes - provided the loss of such limb or eye occurs while you are eligible for benefits (including the subsequent replacement or repair of such limb or eye).
- i) Oxygen, blood and blood transfusions when certified essential by the attending medical doctor.
- j) Confinement in a convalescent hospital in Manitoba, when ordered by a medical doctor for the purpose of rehabilitation - up to a maximum of \$360 per calendar year.
- k) Mammary prostheses following surgery.
- l) Radiotherapy/coagulotherapy - when used to treat an illness.

Expenses incurred for the services of the following licensed practitioners - up to \$40 per visit:

Chiropractor
Naturopath
Physiotherapist (excluding acupuncture)
Psychologist
Podiatrist

including a maximum of one x-ray per calendar year per practitioner.

PRESCRIPTION DRUGS (Employees Only)

Reimbursement for the following is:

100%	if the prescription is dispensed by a Safeway pharmacy
80%	in every other case

- ✓ eligible drugs and related supplies which require a prescription, are prescribed by a licensed medical doctor or dentist and dispensed by a licensed pharmacist, in Canada, provided the drugs are eligible under the Manitoba Pharmacare Program, and
- ✓ injectable drugs when administered or prescribed by a licensed medical doctor for which no reasonable non-injectable alternative is available, excluding the cost of their administration

Reminder: Each Member, and each Dependant 18 years of age or over, is required to register with Manitoba Pharmacare every year. A copy of the letter you receive each year from Manitoba Pharmacare, stating the amount of your Pharmacare deductible, must be provided to the Administrator. Your claim will not be paid until the Pharmacare Letter is received.

VISION CARE (Employees and Dependents)

Eye examinations, glasses/contact lenses – reimbursement up to a combined total of \$250 in any 24-month period, when prescribed by a licensed medical doctor, Ophthalmologist or Optometrist.

NO AMOUNT WILL BE PAID FOR SAFETY GLASSES OR ANY FORM OF EYEGLASSES REQUIRED AS A CONDITION OF EMPLOYMENT.

EXCLUSIONS

- Any single purchase of drugs which would not reasonably be consumed within 100 days.
- Vitamins, vitamin supplements, dietary supplements and diet foods.
- Food and food products including infant formula, infant foods, salt and sugar substitutes.
- Drugs or products, that are available 'over the counter'.
- Contraceptive preparations and devices, unless prescribed to treat a verifiable medical condition.
- Experimental drugs and products not approved by the Ministry of Health & Welfare, Canada.
- Drugs and/or products prescribed for sexual performance, obesity or infertility.
- Services or supplies not listed as eligible.
- Orthopedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers.
- Services or supplies payable in whole or in part under any legislation, except to the extent that it permits excess payment.
- Charges incurred while you or your Dependant is not eligible for benefits.
- Any services and supplies paid or payable under any other plan to which Safeway contributed, or for which Safeway made payroll deduction.
- Any services or supplies paid or payable under any provincial medical, dental or hospital insurance plan, the Workers' Compensation Act, or by any public or tax supported agency.
- Services for which no charge would be made in the absence of Plan 2.
- Expenses private plans are not permitted to cover by law.
- Services and supplies associated with treatment prescribed only for cosmetic purposes.
- Services and supplies for which you or your Dependant is entitled without charge by law.
- Acupuncture.
- Services and supplies associated with recreation or sports other than with daily living activities.
- Services and supplies obtained outside of Manitoba unless such charge would have been paid under the Manitoba Provincial Health Care Plan had it been obtained in Manitoba.
- Any services or supplies obtained as a result of an illness or injury resulting directly or indirectly from any of the following:
 - intentionally self-inflicted injury while sane or insane; or
 - committing or attempting to commit a criminal offence, or provoking an assault; or
 - war, whether declared or not; or
 - participating in a riot, insurrection, civil commotion or hostilities of any kind whether or not you were a participant in such action; or participation in the military, naval or air service of any country or international authority.

GAS BAR DENTAL

Full-time Gas Bar Employees and their Dependants may use their yearly maximum towards dental expenses. The Plan will pay the lesser of:

- a) 90% of the charge made by the dentist (in accordance with the current Manitoba Dental Association Fee Guide); and
- b) 100% of the amount not paid by another plan.

Part-time Gas Bar Employees (Dependants not eligible) may use up to \$250 of their yearly maximum towards dental expenses as described above.

Exclusions...

- Orthodontic treatment
- Cosmetic treatment
- Treatment started while you were not eligible for benefits. Treatment is considered to have started for:
 - fixed bridgework or crowns - when the tooth is first prepared
 - complete or partial dentures - when the impression for the appliance is taken
 - endodontic treatment - when the tooth is opened for root canal therapy
- Training and supplies used for oral hygiene, or dietary or nutritional counselling

PRIVACY LEGISLATION

Participation in the MANITOBA SAFEWAY/UFCW LOCAL 832 HEALTH & WELFARE PLAN 2 ("Plan") depends on the collection, storage, use and, sometimes, the destruction of personal information about the Plan Members and their eligible Dependants.

This information forms the foundation upon which individual entitlements are built, and from which benefit payments are calculated and made. As well, parts of the personal information are needed to satisfy government demands for facts, facilitate audits of the Plan, estimate future operating costs, assess Plan performance; and to transfer data to any replacement program. The information could also be called into a court action. In all cases, however, personal information is stored with the utmost attention to security, and deployed, sparingly, to fulfill the requirements of the Plan and the law.

Registration to participate in the Plan, involves an authorization to allow the Board Of Trustees and the Administrator to gather and apply personal information in specific ways. A Member may revoke that authorization, subject to certain legal constraints; however, doing so precipitates the destruction of the Member's personal information and may therefore, render ongoing participation impossible.

A complaint by a Plan Member, related to personal information, may be addressed to the Administrator's Privacy Officer. If further satisfaction is required, the Plan Member may contact the Office of the Privacy Commissioner of Canada or, if applicable, the Provincial Commissioner.

HOW TO REPORT CLAIMS

Claim forms are available from the Administrator, your Store Manager or by calling the Union at 786-5055. Be sure to answer all of the questions on the Claim Form or the Form will be returned to you.

1. How Do I Complete A Claim For Sick Pay Benefits?

On the Sick Pay Claim Form:

- (a) Fill in all of the information requested in Section 1 - Member's Statement, on the front of the Claim Form.
- (b) Ask your Store Manager to complete Section 2 - Employer Verification.

2. How Do I Complete A Claim For Medical or Vision Care Benefits?

On the Medical Expense Claim Form:

- (a) Fill in all of the information requested in the Member's Statement on the front of the Claim Form.
- (b) Date and sign the back of the Claim Form.

Attach all original receipts and proof of payment from any other plan. Be sure that each receipt shows:

- (a) patient's name,
- (b) date service rendered,
- (c) name and address of the practitioner who rendered the service, etc.,
- (d) nature/description of service provided,
- (e) complete itemization of charges, including date the full amount was paid.

3. How Do I Complete A Claim For Prescription Drugs?

On the Medical Expense Claim Form:

- (a) Fill in all of the information requested in the Member's Statement on the front of the Claim Form.
- (b) Date and sign the back of the Claim Form.

Attach all original receipts and proof of payment from any other plan. Be sure that each receipt shows:

- (a) prescription number, drug name, and name of person for whom it was prescribed,
- (b) date purchased,
- (c) where the drug or medicine was purchased.

4. How Do I Complete A Claim For Dental Benefits?

Ask your Dentist to complete a Gas Bar Dental Claim Form.

5. What happens if both my Spouse and I or any of my Dependant Children are employed by Safeway?

If both of you are eligible for benefits, the Plan **may** pay up to 100% of the expense submitted. You must indicate on the claim form that both you and your Spouse, or any of your Dependant Children are employed by Safeway.

6. How do I apply for a Pharmacare Deductible?

Obtain a Pharmacare Application Form from your pharmacy. Complete and mail the form as directed. When you complete the Application remember to select "Option A" otherwise, you will have to file an Application each year.

Pharmacare will send you a letter stating the amount of your deductible for the year; send that letter to the Administrator. Each year thereafter Pharmacare will automatically send you a new letter. You must send a copy of the new letter to the Plan Administrator with your first claim after April 1 of each year.

7. Is There A Time Limit After Which Claims Will Not Be Paid?

Sick Pay claims must be submitted **within 45 days** following the date your absence occurred.

All other claims must be submitted **no later than January 31** of the year following the year in which the expense or charge was incurred.