

*united food & commercial
workers union
health & welfare plan*

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DEAR MEMBER:

The purpose of this booklet is to outline the Benefits provided by the UFCW Health & Welfare Plan (UFCW • HWP) to members in the Overwaitea Division. It contains important information concerning your Benefits under the Plan, and therefore should be kept in a safe place.

The UFCW Health and Welfare Trust Plan provides these Benefits for members and their eligible Dependents.

The Health and Welfare Plan is under the direction of ten (10) Trustees; five (5) representing the Union and five (5) representing the Employers. Our Plan now has three (3) Divisions. This booklet describes the Plan Benefits for members in the Overwaitea Division. The day-to-day operation of the Plan for the Overwaitea Division is handled by the Division Administrator who has been appointed by the Board of Trustees to administer the Overwaitea Food Group Division of the Trust.

The Trustees want to be sure you are fully informed about your Health and Welfare Benefits under this Plan. If you have any questions at any time, do not hesitate to contact the Division Administrator (Overwaitea Food Group), who will provide you with any information you require.

Every effort has been made to supply accurate information in this booklet. However, the Trust Agreement, the Plan Text, and the contracts between the Trustees and the Plan Insurers govern all terms and conditions. In the event of a discrepancy between this booklet and the Plan documents, the Plan documents will govern in all cases.

This booklet replaces all of those issued previously.

YOUR BOARD OF TRUSTEES

UFCW Health & Welfare Plan

May 2001

BOARD OF TRUSTEES

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**Division Administrator
Overwaitea Food Group**

CLAIMS ADMINISTRATORS

Extended Health Contract

No. 25121,

Sun Life of Canada

Short Term Disability

(Weekly Indemnity)

Contract

No. 25121,

Sun Life of Canada

Long Term Disability

Contract No. 25121,

Sun Life of Canada

Life Insurance Contract

No. 50921,

Sun Life of Canada

Accidental Death

& Dismemberment Policy

No. 100002972,

Industrial Alliance Pacific

INTRODUCTION

This Benefits Summary describes the Benefits provided for you and your Dependents by the UFCW Health & Welfare Trust Plan. A complete description of each Benefit; Extended Health (EHB), Short Term Disability (STD), Long Term Disability (LTD), Life Insurance (LI), Accidental Death and Dismemberment (AD&D) is provided in the applicable section of this booklet.

Please note that Retirement and Dental Benefits are provided through other jointly trustee plans. Also in addition to the jointly trustee plans, your Employer provides Provincial Medical Plan (MSP), optional Life, optional Accidental Death and Dismemberment (AD&D) and Employee Assistance Program (EAP). Information regarding these coverage's can be obtained from the Division Administrator.

You may not be familiar with all of the terms used to describe your Benefits under the Plan. We have included a glossary for this purpose, where you can find definitions for any words/terms, which are italicized throughout the text.

Participation in this Benefits plan is available to eligible employees. If you elect not to participate in the Extended Health Benefits because you are covered by your Spouse's plans and these Benefits later terminate, you may apply within 31 days of losing these coverage's without Benefit restriction.

If you have any questions regarding Benefits coverage under this plan or any of the other plans available to you, please contact the Administration Department at Overwaitea Food Group Head Office.

ELIGIBILITY

- Your Collective Bargaining Agreement (C.B.A.) details how you may become entitled to coverage under this Health and Welfare Plan and the Dental Plan. Please refer to your Collective Bargaining Agreement (C.B.A.), for complete details of the entitlement and disenitment terms.

COVERAGE STARTS

Once you have attained the average required hours noted below, your coverage will start on the 1st day of the month following the month in which you qualify for Benefit coverage, **providing** you complete and return the necessary enrollment forms by the end of the month in which you qualify:

- ◆ If you satisfy the average weekly hours test of 24 hours (over the three month period as set out in 9.02), you become entitled to Extended Health Benefits through the Health and Welfare Plan, and Provincial Medical Plan (MSP) Benefits through your Employer.
- ◆ If you satisfy the average weekly hours test of 32 hours (over the three month period as set out in 9.02), you become entitled to the Short Term Disability (STD), Long Term Disability (LTD), Life Insurance and Accidental Death and Dismemberment (AD&D) Benefits under this Plan.

IMPORTANT NOTE

If you have a change in your Dependent status, it is important that you advise the Administrator, otherwise claims for your Dependents may be denied.

COVERAGE ENDS

- ◆ If your employment with the Employer terminates for any reason other than death or disability, coverage for all Benefits will end at the date your employment terminates. The one exception is Provincial Medical Plan (MSP) Benefits which ends on the last day of the month in which your employment terminates.
- ◆ If you die, the following Benefits will be provided for your Dependents for one (1) year following the date of your death:
 - Extended Health – through the UFCW Health and Welfare Plan;
 - Provincial Medical Plan (MSP) – through your Employer.

CONTINUATION OF COVERAGE

Coverage for you and your Dependents will be continued by the Trust during a maternity/parental leaves of absence coverage's as outlined in your Collective Bargaining Agreement and as provided under the Employment Standards legislation in British Columbia.

This Benefits Introduction and accompanying Benefit Descriptions have been prepared to provide information on the Benefits provided to you by the UFCW Health & Welfare Plan Overwaitea Food Group Division. **They do not confer any legal rights.** Any contradiction, dispute or difference will be resolved only by application of the insurance contracts and plan documents.

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

BENEFIT DESCRIPTION

The amount of your Accidental Death & Dismemberment AD&D Benefit is \$25,000. Your Benefit will be effective on the date you qualify, except that if you are not Actively At Work on that date, your Benefit will take effect on the first day you are again Actively At Work. The AD&D coverage continues until your employment terminates, you retire, or you disqualify.

The AD&D Benefit is payable to your last legally designated beneficiary (as appointed by you on your Appointment of Beneficiary form) in the event of your accidental death. You are the beneficiary for any other loss shown in Covered Losses below.

If you have not appointed a beneficiary or if your designated beneficiary predeceases you, and you have not made a new beneficiary designation, payment will be made to your estate. If you wish to change your beneficiary (subject to any legal restrictions in your province of residence) your Benefits Clerk can provide you with the necessary forms.

The AD&D Benefit covers you seven days a week, on a 24 hour basis.

COVERED LOSSES

For Loss of or Permanent and Total Loss of Use of:	Percentage of Benefit Payable
Life	100%
Both Hands	100%
Both Feet	100%
Entire Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Entire Sight of One Eye	100%
One Foot and the Entire Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Arm	75%
One Leg	75%
One Hand	66 ² / ₃ %
One Foot	66 ² / ₃ %
Entire Sight of One Eye	66 ² / ₃ %
Speech or Hearing in Both Ears	50%
Thumb and Index Finger of Either Hand	33 ¹ / ₃ %
Hearing in One Ear	16 ² / ₃ %

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

Quadriplegia	(Total paralysis of both upper and lower limbs)	200%
Paraplegia	(Total paralysis of both lower limbs)	200%
Hemiplegia	(Total paralysis of upper and lower limbs of one side of the body)	200%

“Loss” includes the loss of use of a limb or appendage.

“Loss of use” must be total and irrecoverable and continuous for 12 consecutive months before the Benefit will be paid.

Should you suffer more than one of the Covered Losses described above in any one accident, only one Benefit, the greatest, will be payable.

Loss must occur within 365 days after the accidental cause.

PERMANENT TOTAL DISABILITY

If, as a result of an accidental cause, you become totally and permanently Disabled within 100 days of the date of the accident, the insurance company will pay you 100% of your AD&D Benefit, less any previous Benefit paid or payable to you for a loss as a result of the same accident, provided:

- your Disability prevents you from doing any and every occupation or employment for compensation; and
- your Disability has continued for a period of 12 consecutive months and is total, continuous and permanent at the end of this period.

REHABILITATION BENEFIT

If you suffer a loss as described in Covered Losses above and as a result you are no longer able to work at your job, you may be eligible for a Rehabilitation Benefit of up to \$10,000 for the reasonable and necessary expenses you incur while retraining for a new occupation.

Costs for travelling, clothing, room or board, or any other ordinary living expenses you incur are not covered by this Rehabilitation Benefit.

REPATRIATION BENEFIT

If you die as a result of an accident while away from your city of residence, your beneficiary may be eligible for a Benefit of up to \$10,000 for the costs incurred for the preparation and transportation of your body back to your city of residence.

FAMILY TRANSPORTATION BENEFIT

If, as a result of a covered accidental loss, you are hospitalized while outside your city of residence, you may be eligible for payment of the reasonable expenses incurred by your immediate family member(s) for hotel accommodation and transportation, limited to \$1,000 in total, provided:

- the hospital is located 150 or more kilometers from your city of residence; and
- you are under the regular care and attendance of a Physician.

EXPOSURE

If, due to an accidental cause, you are unavoidably exposed to the elements and as a result of that exposure you suffer a loss described in Covered Losses within 365 days your loss will be deemed to be the result of the accident and the applicable Benefit will be paid.

DISAPPEARANCE

If you are involved in an accident that causes your disappearance, such as a shipwreck, and your body is not found within 365 days after the accident, it will be assumed that you died as the result of injury and the Benefit for loss of life will be paid accordingly.

LIMITATIONS AND EXCLUSIONS

Benefits are **not** paid for any loss caused by or resulting from any of the following:

- suicide or attempted suicide while sane or insane;
- intentionally self-inflicted injury;
- travel in any aircraft as a pilot or crew member;
- travel in any aircraft as a passenger, pilot, operator or crew member of any aircraft owned, operated or leased by your Employer;
- declared or undeclared war or any act thereof;
- full time active service in the armed forces of any country.

MAKING A CLAIM

On Your Death

Your Benefits Administrator will assist your beneficiary in the event of a claim.

For Any Other Covered Loss

Your Benefits Administrator will provide you with the necessary claim forms for any other Covered Loss.

EXTENDED HEALTH BENEFITS (EHB)

BENEFIT DESCRIPTION

The Extended Health Benefit covers eligible expenses for you and your Dependents for medically necessary services or supplies in the treatment of Illness or injury, over and above those provided by the Provincial Medical Plan (MSP), subject to the Limitations and Exclusions listed in this section.

Throughout the remainder of this Section, “Covered Person” will mean either you or your Dependents, depending on the coverage you have selected.

Reimbursement:

Eligible expenses for you and your Dependents will be reimbursed at a level of 100%, up to any applicable maximum Benefit payable. The time period for claiming reimbursement of prescriptions, eyeglasses etc., is April 1st in the calendar year after the claim arose. This Extended Health Benefit program has no deductible.

Lifetime Maximum Benefit:

Unlimited.

ELIGIBLE EXPENSES

◆ **In-Province Supplementary Hospital Coverage**

Charges in the Covered Person's province of residence for:

- room and board in a hospital up to the hospital's private room rate including where permitted by law, any admittance, co-insurance or utilization charges (semi-private or private room accommodation);
- Outpatient services in a hospital.

◆ **Prescription Drugs**

Most prescription drugs are included.

Payment **will** be made for:

- drugs (including Polaron, Quibron and Nitrong), serums and vaccines prescribed in writing by a Physician or dentist and dispensed by a licensed pharmacist;
- insulin, including needles and syringes, prescribed in writing by a Physician.

Payment is **not** made for:

- oral contraceptives;
- patent and proprietary medicines, cough medicines, baby foods and formula, minerals, proteins, vitamins and collagen treatments;
- any charge for administration of serums, vaccines and injectable drugs;
- drugs, serums and vaccines dispensed by a Physician or Dentist;
- Rogaine, Nicorettes and nicotine patches;
- anti-obesity treatments, including drugs, proteins and dietary or food supplements, whether or not prescribed for medical reasons.

The payment for a single purchase of a prescription drug is limited to the cost of a supply which could reasonably be used within a three (3) month period following the purchase.

NOTE

BC Pharmacare Plan covers 70% of most prescription drugs (based on the “low cost alternative drug” program) and supplies in excess of the Pharmacare annual deductible. If you exceed the Pharmacare annual deductible, the Claims Administrator will advise you to submit a claim to Pharmacare. The 30% not covered by Pharmacare are an eligible expense under this Benefit.

◆ Out-of-Province/Outside Canada Emergency Coverage

Charges for:

- the following services are provided for Emergency procedures that occur while the Covered Person is travelling or vacationing outside the province of residence (or outside Canada) for a maximum period of six (6) months;
 - room and board in a hospital up to the hospital’s private rate (including where permitted by law, any admittance, coinsurance, or utilization charges);
 - services of a Physician;
 - other hospital services (provided outside Canada).

OTHER ELIGIBLE EXPENSES

A Physician for the treatment of Illness or Injury must order all medical care except the services of a licensed Optometrist, licensed Ophthalmologist or Dentist.

Charges for:

- use of a licensed ambulance, including a licensed air or rail ambulance where necessary, for transportation of the Covered Person to and from the nearest hospital qualified to render the necessary Emergency medical services;
- services, while not confined in a hospital, of a private duty nurse (other than a close relative). Close relative means your Spouse, Child, parent, brother or sister. The lifetime maximum Benefit payable for this provision is \$25,000 per Covered Person. Each January 1st, the Claims Administrator will automatically reinstate up to \$1,000 of previously claimed private duty nursing expenses, subject to the \$25,000 lifetime maximum.
- confinement in a convalescent hospital in the Covered Person's province of residence, when ordered by a Physician, provided:
 - it begins within 14 days after termination of confinement in an acute care hospital, and
 - it is for rehabilitation and not primarily for custodial care or for treatment of drug or alcohol addiction.
- laboratory tests done in a commercial laboratory for diagnosis of Illness or injury (but excluding any tests performed in a Physician's office or a pharmacy);
- services of a dentist, including charges for braces or splints, for the repair of damage to natural teeth resulting from an accidental blow to the mouth. Payment will not exceed the amount for the procedure in the current Provincial Dental Association Fee Guide for a general practitioner in the Covered Person's province of residence on the date the treatment is received. If the Extended Health Benefit terminates while the Covered Person is receiving this treatment, payment for the treatment will continue until its completion as if the Benefit was still in force;
- services of a licensed psychologist for diagnosis and assessment, but not for treatment;
- equipment rented (or purchased at the option of the Claims Administrator) for temporary therapeutic use, including, but not limited to:

- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis, or chronic asthma,
- apnea monitors for respiratory dysrhythmia,
- transcutaneous nerve stimulators,
- non-union bone stimulators;
- casts (including fiberglass casts), splints, trusses, braces or crutches, and replacements when medically necessary;
- artificial limbs and eyes, including necessary replacements, but excluding myoelectric appliances;
- treatment of an illness by the use of radiotherapy or coagulotherapy;
- anesthesia (including charges in relation to dental surgery), oxygen, plasma and blood transfusions;
- jobst sleeves for lymphoedema following mastectomy, jobst burn garments, jobst support hose and external breast prosthesis required after surgery;
- pacemakers, if not covered by the Provincial Medical Plan (MSP);
- ostomy supplies, if not covered by the Provincial Medical Plan (MSP).

MAXIMUM BENEFIT PAYABLE FOR THE FOLLOWING ELIGIBLE EXPENSES

- Charges for completion of Disability claim forms when completed by a Physician and made in connection with a Disability claim under the Health and Welfare Plan to a maximum of \$20 per claim.
- Wigs and hairpieces when medically necessary;
\$500 per Covered Person per lifetime
- Glucometers, including reagent strips;
\$400 per Covered Person per lifetime
- Hearing aids prescribed in writing by an Otolaryngologist;
\$350 per Covered Person per 48 consecutive month period
- Orthotic supplies and Orthopedic shoes (including adjustments) when prescribed in writing by a Physician;
\$200 per Covered Person per calendar year
- Services of a licensed Podiatrist for treatment (not including x-rays);
\$20 per visit after the visits covered by MSP (currently 12)
- Services of a licensed physiotherapist (other than a close relative) when ordered by a Physician;
\$20 per visit after the visits covered by MSP (currently 12)

EXTENDED HEALTH BENEFITS (EHB)

- Services of a licensed massage therapist, when ordered by a Physician;
\$20 per visit after the visits covered by MSP (currently 12)
- Services of a licensed qualified Speech Therapist (other than a close relative) when ordered by a Physician;
\$400 per Covered Person per calendar year
- Services of an Acupuncture Therapist, provided such therapist is licensed, and ordered by a **Physician**;
\$400 per Covered Person per calendar year
- Services of a licensed Chiropractor, including X-ray examinations up to \$100 when ordered by a Chiropractor;
\$20 per visit after the visits covered by MSP (currently 12)
- Services of a licensed Naturopath;
\$20 per visit after the visits covered by MSP (currently 12)
Actual remedies prescribed by a Naturopath are not covered.

User Fees of any kind are not covered by the Plan

Opting Out: If a para-medical has opted out of M.S.P., they may charge a fee greater than that set by the M.S.P. fee guide for those services. M.S.P. will pay some or all of the cost of the first 12 visits (as per M.S.P. fee guide). You will be responsible to pay any costs above the M.S.P. amount. After the visits covered by MSP (by discipline, currently 12) in a calendar year, claims may be submitted for reimbursement to the Extended Health Plan, up to \$20 per visit.

- Contact Lenses, Eyeglasses and Frames:
Adults: \$150 every two (2) calendar years
Children under age 19: \$150 every calendar year
For eyeglasses, and their replacements including the replacement of frames only (sunglasses, up to level 1 tinting, and safety glasses of any kind are excluded). Supplies must be prescribed in writing by an Ophthalmologist, a licensed Optometrist or a qualified Optician.

CO-ORDINATION OF BENEFITS

If your spouse is eligible for EHB coverage and you are also eligible for EHB coverage under the UFCW Health & Welfare Plan, it would be advantageous for both of you to sign up for coverage. For example, if you submit a claim for expenses that is above the eligible amount as defined by this Plan, the amount that is ineligible may be claimed to your Spouse's Plan. This also works in the reverse... if your spouse claims to his/her Plan and the expense is greater than the eligible coverage provided, the difference may be claimed to this Plan. Payments under this Plan will be limited to ensure that reimbursement from all Plans does not exceed 100% of actual expenses.

LIMITATIONS AND EXCLUSIONS

Benefits are **not** paid for:

- services or supplies payable in whole or in part under any Provincial Medical Plan (MSP), or other legislation, except to the extent that the legislation permits excess payment;
- charges for any paramedical user fees if paid in whole or in part by the Provincial Medical Plan (MSP);
- any portion of the charges for services or supplies over the customary and reasonable charges in the area where they are provided;
- charges incurred for Illness or injury due to or resulting from:
 - the hostile action of any armed forces, insurrection or participation in a riot or civil commotion,
 - any cause for which indemnity or compensation is provided under any *Workers' Compensation Act*, *Criminal Injuries Compensation Act* or similar legislation,
 - bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the Company,
 - commission or attempted commission of a criminal offence by the Covered Person;
- care, treatment, services or supplies as a result of any group or Company sponsored treatment, inoculation or examination;
- charges for equipment considered by the Claims Administrator not to be an eligible expense, (i.e.: orthopedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers).

BENEFITS AFTER COVERAGE TERMINATES

If your Extended Health coverage ends while you are Disabled and providing the Employer still provides this Benefit, charges resulting from the Illness or injury that caused the Disability will be considered eligible expenses for a further period of up to 90 days.

MAKING A CLAIM

Claims for all eligible expenses incurred by you and your Dependents may be claimed no later than April 1st in the calendar year after the claim arose. Your Benefit Clerk will provide you with a Claim for Extended Health Care form. Follow the claim filing instructions on the form and mail to Sun Life of Canada.

Proof of Claims must be given no later than 90 days after:

- the termination of your coverage;
- the termination of this Benefit.

LIFE INSURANCE

BENEFIT DESCRIPTION

The amount of your Life Insurance Benefit is \$25,000. Your Benefit or an amendment to the Benefit will be effective on the date of the change except that if you are not Actively At Work on that date, any increase in your Benefit will take effect on the first day you are again Actively At Work. The Life Insurance (L.I.) coverage continues until your employment terminates, you retire, or you disqualify.

The Life Insurance Benefit is payable to your last legally designated beneficiary (as appointed by you on your Appointment of Beneficiary form). If you have not appointed a beneficiary or if your designated beneficiary predeceases you, payment will be made to your estate. If you wish to change your beneficiary (subject to any legal restrictions in your province of residence) your Benefits Clerk can provide you with the necessary forms.

DISABILITY

If you become Disabled and qualify for Long Term Disability Benefits while covered for this Benefit, your Life Insurance coverage will be continued by the Trust up to age 60 so long as you remain Disabled.

CONVERSION PRIVILEGE

If you terminate your employment or you are disqualified you have the right to convert your Life Insurance, subject to a maximum cumulative amount of \$25,000 to an individual life insurance policy at the insurance company's rates for such policy, without medical examination, provided a completed application plus the necessary premium is presented to the insurance company within 31 days of your termination date.

In the event of your death within 31 days following termination of employment, the Basic Life Insurance Benefit would be payable, whether or not you applied for conversion.

MAKING A CLAIM

If you die from any cause, your Administrator will assist your beneficiary in notifying the insurance company.

SHORT TERM DISABILITY (STD)

BENEFIT DESCRIPTION

The purpose of the Short Term Disability Benefit is to provide you with Disability Benefits for loss of Earnings resulting from your inability to work because of non-occupational Illness or injury, until the earliest of the following dates:

- the date you are no longer under the care of a Physician;
- the date you are no longer Disabled;
- the end of the maximum Benefit period;
- the date you fail to provide requested written medical proof, satisfactory to the Claims Administrator, of your continued Disability;
- the date of your death.

While you are receiving Short Term Disability Benefits, the Trust will continue your other Benefits under the UFCWHealth and Welfare Plan at no cost to you.

AMOUNT OF BENEFIT

The amount of your Short Term Disability Benefit is subject to the terms of this Overwaitea plan. The Short Term Disability Benefit for a Covered Member is the amount per week that is 75% of the Covered Member's Average Weekly Earnings in the 13 calendar weeks before the Covered Member's Disability Period less offsets, so that the Covered Members total income is not more than 100% of the Member's Average Weekly Earnings.

BENEFITS START DATE

If you become disabled you are not entitled to Short Term Disability Benefits until you have completed the Elimination Period described below.

- the fourth day of absence due to Illness or injury or;
- the 1st day of absence if hospitalized overnight as an in-patient, if this date is earlier
- and the date you are first seen and treated by a Physician

NOTE

If you are on paid vacation and become Disabled, your Elimination Period is not completed, until you are scheduled to return to work and the above has been satisfied.

MAXIMUM BENEFIT PERIOD

If you are Disabled, your Short Term Disability Benefits are payable for a maximum period of 26 weeks of Disability.

SHORT TERM DISABILITY (STD)

If your Disability extends beyond the maximum period, you may be eligible to receive Long Term Disability Benefits. Please refer to the section of this booklet entitled Long Term Disability for further details.

TAX STATUS

This Benefit is taxable; income tax will be deducted from your Short Term Disability Benefits.

BENEFIT CONDITIONS

If you are Disabled, you are entitled to Short Term Disability Benefits provided:

- you are under the regular care of a Physician during any period of Disability; and
- you are receiving appropriate treatment; i.e.,
 - (i) mental or emotional illness requires a registered psychologist or psychiatrist after two weeks
 - (ii) dental disorders may be treated by a Dentist for up to two weeks
 - (iii) musculoskeletal disorders may be treated by a Chiropractor for up to six weeks
- you are following the course of treatment prescribed by the Physician; and
- you provide medical proof of your continued Disability as requested; and
- you suffer a loss of Earnings as a result of, and throughout your period of Disability; and

If you fail to see a Physician as frequently as the cause and nature of your Disability medically requires, or at least every 30 days, your Benefits cease.

The extent of medical care required for an employee to be entitled to receive Short Term Disability Benefits under the Plan will be determined by the Claims Administrator, taking into account good medical practice relative to the cause and nature of the employee's Disability and any Physician's reports based on the Physician's examination of the employee.

In order to make a determination of the extent of medical care required or whether an employee is Disabled, the Claims Administrator may request the Employee to visit a Physician appointed by the Claims Administrator. The costs and expenses of such referral will be paid by the Trust.

LIMITATIONS

- Short Term Disability Benefits will be paid either on account of bodily injury or sickness, but not on account of both.

- Absence outside your province of residence will not be considered as part of a Disability period unless the Administrator approves out-of-province treatment in advance.
- You are not entitled to receive Short Term Disability Benefits during a period of Disability while you are institutionalized in a prison or similar institution, pursuant to a court order.
- Short Term Disability Benefits will not commence being paid during a leave of absence to an employee who becomes Disabled while on a leave of absence.
- You are not entitled to receive Short Term Disability Benefits while you are on paid vacation.
- Short Term Disability Benefits are not payable during any unpaid leave of absence except for that part of a maternity leave the woman is Disabled from work due to normal termination of Pregnancy.

EXCLUSIONS

Short Term Disability Benefits will not be paid for Disabilities caused by or resulting from:

- disabilities for which Workers' Compensation Benefits are payable.
- services provided primarily for improving appearance, but not excluding complications arising from such services; eg. Laser eye surgery is excluded.
- intentionally self-inflicted bodily injury or illness, while sane or insane;
- insurrection or war or participation in any riot;
- services in the armed forces of any country in a state of war whether war is declared or not;
- flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by appropriate government authority and which is operated by a properly licensed Pilot;
- participation in or consequence of having participated in the commission of an offence under the Criminal Code of Canada or a similar offence under the laws of any other country;
- alcohol or drug addiction unless you are admitted to an approved treatment facility and you are under the care of a Physician.

ATTEMPTED RETURN TO WORK

If you return to work on a full-time basis after receiving Short Term Disability Benefits and, within two weeks, you again become Disabled as a result of the same or different Illness or injury, your Short Term Disability Benefits will start immediately, with your original claim continuing.

SHORT TERM DISABILITY (STD)

If you again become Disabled more than two weeks after returning to work without medical restriction or, if your subsequent Disability results from any cause, you must begin a new claim.

WORKERS' COMPENSATION CLAIMS

If your Disability is work-related and your Workers' Compensation Board (WCB) claim is either initially rejected or delayed, you may submit a claim for an advance under the Short Term Disability Benefit. Claims for an advance because of an initially rejected WCB claim must be made within 30 calendar days following the date of the letter from WCB rejecting the claim. Claims for an advance because of a delayed WCB claim must be made within 45 calendar days following the first day of absence due to Disability.

In order to receive any advance for a work-related Disability you must sign an agreement to reimburse the Trust the amount of any advance paid under the Short-Term Disability plan. Reimbursement is required when the WCB award is paid. No advances will be made without this signed agreement.

Benefits paid or payable by WCB are included in the maximum Benefit period.

THIRD PARTY CLAIMS

If your disability is caused by the fault of a third party (eg. car accident) and you are entitled to any recovery for any loss from another person, Short-Term Disability Benefits will be payable while you are Disabled, provided that you sign an agreement to reimburse the Trust up to the amount of Benefits paid or payable to you.

Short Term Disability Benefits will not be paid until the Claims Administrator receives the signed reimbursement agreement.

MAKING A CLAIM

A claim for Short Term Disability Benefits must be submitted to the Trust within 30 calendar days after the date you were first absent due to Disability. Claim forms are available from your the Administrator.

NOTE

Charges for completion of Disability claim forms when completed by a Physician and made in connection with a Short-Term Disability claim with the Trust are an eligible expense under the Extended Health Benefit. Please refer to the Extended Health Benefits for the maximum Benefit payable under this provision.

LONG TERM DISABILITY (LTD)

BENEFIT DESCRIPTION

The purpose of the Long Term Disability Benefit is to provide you with Disability Benefits for loss of Earnings resulting from your inability to work because of Illness or injury which extends beyond the period of Short Term Disability Benefits, until the earliest of the following dates:

- the date you are no longer under the care of a Physician;
- the date you are no longer Disabled;
- the end of the month during which you reach age 60;
- the earliest date on which you are entitled to receive an unreduced pension from the UFCW Union Pension Plan;
- the date you fail to provide requested written proof, satisfactory to the Claims Administrator of your continued Disability.
- the date of your death.

LONG TERM DISABILITY BENEFIT

Benefits Start Date:

After 26 weeks of Disability or after the last day for which Short Term Disability Benefits are payable, whichever is later.

Amount of Long Term Disability (LTD) Monthly Benefit

Subject to the terms of this Overwaitea Plan, the Long-Term Disability Benefit payment for a Covered Member is the amount per month that is

- a) 60% of Average Monthly Earnings, less the sum of:
- b) all Direct Offsets; and
- c) the amount, if any by which the sum of (a) above, and all Indirect Offsets exceed 85% of Average Monthly Earnings.

Direct Offsets

Direct Offsets are amounts payable to a Covered Member, pursuant to an enactment, because the employee is Disabled as provided in the enactment including:

- a) any Workers' Compensation Wage Loss Payment;
- b) any Workers' Compensation Pension Entitlement because of the same Disability;
- c) any CPP Disability Payment entitlement.

Indirect Offsets – means income paid to the Covered Member

- a) by an employer because the Covered Member is Disabled from continuing to work for that Employer;

- b) under group insurance or group pre-payment plan;
- c) the amount of any Disability income Benefit payments pursuant to a motor vehicle insurance contract;
- d) in respect of wage loss pursuant to the Criminal Injuries Compensation Act of British Columbia or equivalent legislation of another province.

Indirect offsets may include any amount that would have been paid to the Covered Member if the Covered Member had applied for payment.

** It is important to note that you must make application for CPP Disability Benefits and provide proof of either acceptance (i.e.: the notice of entitlement) or denial of your claim, otherwise the Claims Administrator has the right to reduce your Benefit by an estimated amount of the CPP Disability Benefit that might be payable to you.*

Any Benefits payable to you while Disabled such as a personal insurance policy, and any vacation pay received by you during the period you are receiving Long Term Disability Benefits, do not effect your Long Term Disability Benefits.

BENEFIT CONDITIONS

If you are **Disabled**, you are entitled to Long Term Disability Benefits provided:

- you are under the regular care of a Physician during any period of Disability; and
- you are receiving appropriate treatment; eg. mental or emotional Illness requires a psychiatrist; and
- you are following the course of treatment prescribed by the Physician; and
- you respond to a request for further proof of your Disability; and
- you must suffer a loss of Earnings as a result of, and throughout your period of Disability.

The extent of medical care required for an employee to be entitled to receive Long Term Disability Benefits under the plan will be determined by the Claims Administrator, taking into account good medical practice relative to the cause and nature of the member's Disability and any Physician's reports based on the Physician's examination of the employee.

If you fail to see a Physician as frequently as the cause and nature of your Disability medically requires, as determined by the Claims Administrator, your Long -Term Disability Benefit payments cease.

In order to make a determination of the extent of medical care required or whether a Member is Disabled, the Claims Administrator may request the Member to visit a Physician appointed by the Claims Administrator to make a medical determination. The costs and expenses of such referral will be paid by the Trust.

LIMITATIONS

- Long Term Disability Benefits will be paid either on account of bodily injury or sickness, but not on account of both.
- Disabilities for which you received treatment, advice, or medication in the 90 day period immediately before first becoming covered by this schedule (i.e. pre-existing conditions) are not covered unless you have been covered by the Long Term Disability plan for 12 consecutive months before the Disability started.
- If you are physically able to engage in any occupation or employment BUT, because of a disqualification of law, licensing or employment practice, you are prevented from working in that occupation Benefits will not be payable, even if that disqualification arises from or is related to the Disability for which you received Long Term Disability Benefits from the Trust.
- Absence outside your province of residence will not be considered as part of a Disability period unless the Claims Administrator approves out-of-province treatment in advance.
- You are not entitled to receive Long Term Disability Benefits during a period of Disability while you are institutionalized in a prison or similar institution, pursuant to a court order.
- Long Term Disability Benefits will not commence being paid during leave of absence to an employee who becomes Disabled while on a leave of absence.
- Long Term Disability Benefits are not payable during any unpaid leave of absence except for that part of a maternity leave the Member is Disabled from work due to normal termination of the Pregnancy.

EXCLUSIONS

Long Term Disability Benefits will not be paid for Disabilities caused by or resulting from:

- intentionally self-inflicted illness or bodily injury, while sane or insane;

- insurrection or war or participation in any riot;
- services in the armed forces of any country in a state of war whether war is declared or not;
- flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by appropriate government authority and which is operated by a properly licensed pilot;
- alcohol or drug addiction unless you are admitted to an approved treatment facility and you are under the care of a Physician;
- participation in or consequence of having participated in the commission of an offence under the Criminal Code of Canada or a similar offence under the laws of any other country.

REHABILITATION

If you are Disabled, the Long-Term Disability plan allows you to obtain approved rehabilitative employment at any time during the first 24 months of your Disability. Participation in an approved program is a condition of Benefit payment.

If you participate in approved rehabilitative employment, your Long Term Disability Benefit will be adjusted so that your rehabilitation income plus your Long Term Disability Benefit does not exceed 85% of your pre-Disability average monthly Earnings.

ATTEMPTED RETURN TO WORK

If you return to work after receiving Long Term Disability Benefits and, within six months, you again become Disabled as a result of the same or related Illness or injury, you are eligible for Long Term Disability, immediately. Your original claim will be continued.

If you again become Disabled from the same illness or injury more than six months after returning to work or, if your subsequent Disability results from a different or unrelated cause, you must begin a new claim.

INTEGRATION WITH WORKERS' COMPENSATION BOARD (WCB) BENEFITS

If your Disability is work-related and qualifies you for WCB Benefits, you should submit a Long-Term Disability claim to the Claims Administrator at the end of your elimination period for Long Disability Benefits even if you

are receiving WCB Benefits. Although WCB Benefits generally will be greater than your potential Disability Benefit from the Trust, filing a claim will ensure that the Claims Administrator's claim notice requirements have been met in the event your WCB Benefits are later terminated and you wish to claim Long Term Disability Benefits.

THIRD PARTY CLAIMS

If your disability is caused by the fault of a third party (i.e.: car accident) and you are entitled to any recovery for any loss from another person, Long Term Disability Benefits will be payable while you are Disabled, provided that you sign an agreement to reimburse the Trust up to the amount of Benefits paid or payable to you.

Long Term Disability Benefits will not be paid until the Claims Administrator receives the signed reimbursement agreement.

MAKING A CLAIM

If you have received Short Term Disability Benefits for more than 20 weeks, you should contact your Benefits Clerk. Your Benefits Clerk will provide you with the filing procedures to claim Long Term Disability Benefits.

NOTE

Charges for completion of Disability claim forms when completed by a Physician and made in connection with a Long-Term Disability claim with the Trust are an eligible expense under the Extended Health Benefit. Please refer to the Extended Health Benefits for the maximum Benefit payable under this provision.

TAX STATUS

Taxable – income tax will be deducted from your Long Term Disability Benefits.

GLOSSARY

UNLESS OTHERWISE SPECIFIED IN THE **BENEFIT** DESCRIPTION SECTIONS, THE FOLLOWING DEFINITIONS APPLY:

- ◆ **Actively At Work** describes a Member who is able to attend for all work scheduled for them by Overwaita Food Group and to perform all normal duties of their job.
- ◆ **Administrator** means the person currently appointed by the Trustees to administer the Plan for the Overwaita Food Group Plan.
- ◆ **Average Weekly Earnings** of a Member for a period means the amount that is the result of this calculation.

Hours paid in the period times the hourly wage rate at end of period
13 full weeks in the period

- ◆ **Benefit** means a Health and Welfare Benefit provided by this Plan.
- ◆ **Benefits Clerk** means the person in your store who is responsible for assisting members making claims and completing enrollment forms for Benefit payments under this Health and Welfare Plan.
- ◆ **Child** means:
 - An unmarried Child, including a foster Child, of a Member or their Spouse who is primarily dependent on the Member or their **Spouse** for support and who:
 - is a minor (under age 19), or
 - is not a minor (19 or over) and is either
 - (i) in full-time attendance at a secondary or post secondary educational institution and has not reached age 25, or
 - (ii) is unable to support himself or herself due to mental or physical infirmity.
- ◆ **Claim Administrator** means a person designated by the Trustees as Claim Administrator for Benefits under this Plan for the Overwaita Division.
- ◆ **Dependents** mean your Spouse and Child(ren) as defined.
- ◆ **Disability or Disabled** describes a person prevented by Illness or Injury from performing all the essential duties of the person's classification under their applicable Collective Agreement.
 - (i) **During their Short-Term Disability Period** from performing all of the essential duties of the person's classification under the Applicable Collective Agreement.

- (ii) ***During their Long Term Disability Elimination Period*** and the following 18 months Long Term Disability Period from performing the available essential duties of the person's classification under the applicable Collective Agreement; and after that from engaging in any occupation for which they are or may become qualified and to which they are reasonably suited by education, training or experience.
- ◆ ***Eligibility*** means:
A member who either
 - (i) Satisfies the eligibility requirements in a Collective Bargaining Agreement for a Benefit coverage described in this Plan or
 - (ii) Continues to be eligible for a Benefit payment under this Schedule is a covered member for that Benefit.
- ◆ ***Emergency***-is an acute unexpected condition or illness that requires immediate assistance.
- ◆ ***Illness*** means an injury or Illness and includes mental infirmity and disabling conditions resulting from Pregnancy.
- ◆ ***Overwaitea Food Group*** means Overwaitea Food Group, a Division of Great Pacific Industries Inc.
- ◆ ***Physician*** means a doctor of medicine licensed in the jurisdiction where the services are rendered.
- ◆ ***Pregnancy*** includes, childbirth, miscarriage, abortion and disabling conditions which result directly or indirectly from any of these.
- ◆ ***Provincial Medical Plan (MSP)*** means the provincial medical and/or hospital plan established in British Columbia, by provincial legislation as amended from time to time.
- ◆ ***Spouse*** means at the time a determination of status is required, a person to whom a Member is:
 - a) both legally married to and claimed as a Spouse by the Member;
 - b) or where there is no such person; a person not married to the Member and with whom the Member has lived together in a marriage like relationship continuously for the one year period immediately preceding the Member's application to name the person as his or her only Spouse.