

# **Northern Minnesota-Wisconsin Area Retail Clerks Fringe Benefit Funds**

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## **SUMMARY OF MATERIAL MODIFICATIONS TO THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION OF THE NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD HEALTH AND WELFARE FUND (2019 Restatement)**

### **IMPORTANT NOTICE TO PLAN PARTICIPANTS AND BENEFICIARIES**

The Board of Trustees has amended the Plan Document and Summary Plan Description (“SPD”). This notice summarizes the change and its effective date.

#### **Amendment No. 2, Effective Date January 1, 2020.**

The Plan Document was amended to eliminate the one-year waiting period for the use of dental and vision benefits for Plan A and the one-year waiting period for Employees in Plan B who elect to purchase the ancillary benefits.

Please retain this notice with your current copy of the Plan Document and Summary Plan Description and insert the attached slip pages 5, 6, 27, 28, and 38 to replace the current page of the same number. If you have any questions about the Plan, contact the Fund Office at (218) 728-4231 or (877) 752-3863.

## **IMPORTANT NOTICE REGARDING GRANDFATHERED STATUS**

This Plan will be considered a non-grandfathered plan under the Patient Protection and Affordable Care Act (the "Affordable Care Act"). Questions concerning this status change can be directed to the Fund Office at (218) 728-4231 or (877) 752-3863. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at (866) 444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which consumer protections do and do not apply to non-grandfathered health plans.

**1.3. Vision Care Benefits**

<b>Plan A Coverage Only (see Section 6). Vision care expenses incurred at Sam's Club or Wal-Mart are not covered under this Plan.</b>	
<p><u>Eligible Persons age 18 years and older:</u></p> <p>Vision examination (one per Eligible Person each Calendar Year); Lenses (one set per Eligible Person each Calendar Year); Frames (one set per Eligible Person each Calendar Year); and Lasik surgery</p>	80% to a maximum payment of \$250 each Calendar Year; no Deductible.
<p><u>Eligible Dependent children under age 18:</u></p> <p>Vision examination (one per Eligible Person each Calendar Year)</p> <p>Lenses (one set per Eligible Person each Calendar Year)</p> <p>Frames (one set per Eligible Person each Calendar Year)</p>	<p>80%; no Deductible, no maximum dollar limit</p> <p>50%; no Deductible</p> <p>50%; no Deductible</p>

**1.4. Dental Care Benefits**

<b>Plan A Coverage Only (see Section 7).</b>	
<p>Routine exams and cleanings, basic dental care, and full denture replacement benefits<sup>1</sup></p> <p>Deductible</p> <p>Plan's Coinsurance</p> <p>Maximum benefit per Eligible Person per Calendar Year<sup>2</sup></p>	<p>None</p> <p>90% of R&amp;C Charge</p> <p>\$1,000</p>
<p>Temporomandibular Joint Dysfunction (TMJ)</p> <p>Deductible</p> <p>Plan's Coinsurance</p> <p>Maximum TMJ Lifetime benefit per Eligible Person</p>	<p>None</p> <p>50% of R&amp;C Charge</p> <p>\$900</p>

<sup>1</sup> Benefits are payable for one routine exam and one prophylaxis (cleaning) every six (6) months, four (4) bite-wing x-rays every twelve (12) months, panoramic or full-mouth x-rays once every three (3) years, topical fluoride applications once every twelve (12) months for Dependent children, and sealants on permanent teeth for Dependent children.

<sup>2</sup> Preventive dental care for Eligible Persons under age eighteen (18) is not subject to the maximum dollar amount.

Orthodontic – Dependent child under age 18 only	
Deductible	None
Plan's Coinsurance	50% of R&C Charge
Maximum orthodontic Lifetime benefit	\$900

**1.5. Other Benefits (Plan A Coverage Only)**

<b>“Death Benefits”-Active Employees Only</b> (see Section 8) Amount of Death Benefit	\$10,000
<b>Accidental Death and Dismemberment Benefits-Active Employees Only</b> (see Section 9) Principal sum	\$5,000
<b>Weekly Disability Benefits-Active Employees Only(Short-Term Total Disability)</b> (see Section 10) Weekly rate  Maximum per period of disability	50% of your average gross weekly earnings, up to \$325  26 weeks <sup>3</sup>

<sup>3</sup> See Section 10 (“Weekly Disability Benefits”) for specific limits for disabilities certified by a chiropractor.

**SECTION 6**  
**VISION CARE BENEFITS**

**Active Employees and Dependents Plan A Coverage Only**

“Vision Care Benefits” are payable at the Coinsurance and up to the maximum amount stated in the Schedule of Benefits (Section 1.3) for R&C Charges related to vision exams, lenses, frames, and Lasik surgery. Services and supplies must be furnished by an Optician, Optometrist, or Ophthalmologist acting within the scope of such practice.

Vision Care Benefits are payable for the following, up to the maximum amount:

- A. One vision examination each Calendar Year (vision exams for Eligible Persons under age eighteen (18) are not subject to, and do not count toward, the maximum amount);
- B. One set of lenses (including contact lenses) each Calendar Year;
- C. One set of frames each Calendar Year. Related professional services for fitting and adjusting are included in such coverage; and
- D. Lasik surgery.

**Limitations**

In addition to the coverage exclusions in Section 12.8 (“General Exclusions”), Vision Care Benefits do not cover expenses incurred for services performed or supplies furnished by anyone other than an Optician, Optometrist, or Ophthalmologist. Vision care expenses incurred at a Sam’s Club or Wal-Mart are not covered under the Plan.

**SECTION 7**  
**DENTAL CARE BENEFITS**

**Active Employees and Dependents Plan A Coverage Only**

You are free to use the Dentist of your choice. However, we encourage you to use a Dentist who participates in the Delta Dental of Minnesota's "Delta Dental PPO" or "Delta Dental Premier" networks. To confirm whether your Dentist is a participating provider, you can visit Delta Dental's website at: [www.deltadentalmn.org](http://www.deltadentalmn.org) or call (800) 553-9536.

Participating Dentists have agreed to accept Delta Dental's allowable charge as payment in full for covered dental care. These savings are passed on to you through reduced dental service fees and lower out-of-pocket expenses. In addition, participating Dentists will file claims directly with the Fund Office on your behalf.

"Dental Care Benefits" are payable at the percentage and up to the applicable maximum amount stated in the Schedule of Benefits (Section 1.4) for the following R&C Charge related to preventing dental disease, restoring teeth, furnishing dentures, and straightening teeth (orthodontia). Preventive dental care for Eligible Persons under age eighteen (18) is not subject to, and does not count toward, the maximum amount.

**7.1 Routine Oral Examinations**

A routine oral examination includes services performed by a Dentist for one or any combination of the following:

- A. Prophylaxis, which also may be performed by a Dental Hygienist under the direction and supervision of a Dentist;
- B. Oral examination, including dental x-rays if professionally indicated; and/or
- C. Diagnosis.

You and each of your eligible Dependents are entitled to: one routine oral examination and one prophylaxis every six (6) months; four (4) bitewing x-rays every twelve (12) months; and panoramic or full-mouth x-rays once every three (3) years.

**7.2 Basic Dental Care**

Basic dental care includes services performed by a Dentist for an actual or suspected dental disease, defect, or injury. These benefits include, but are not necessarily limited to:

- A. Topical fluoride applications, for Dependent children once each twelve (12)

the following times:

1. When you become initially eligible for coverage under Plan B in accordance with Section 11.1 (“How an Employee Becomes Eligible for Benefits”);
2. During the Plan’s “Ancillary Benefit Open Enrollment Period.” For purposes of this Section, the “Ancillary Benefit Open Enrollment Period” means a period, once each Calendar Year, as specified by the Plan, when you may make or change an enrollment election for ancillary benefit coverage; or
3. When you have a special enrollment event, as described in Section 11.3 (“Dependent Special Enrollment Period”).

Once you have elected ancillary benefit coverage, you are required to continue coverage and pay the applicable self-payment through payroll deduction for the entire Calendar Year that your coverage became effective.

**11.6 How Eligibility Is Continued**

Your eligibility will be continued based on work months, contribution months, and coverage months as follows:

<b>Work Month</b>	<b>Contribution Month</b>	<b>Coverage Month</b>
January	February	March
February	March	April
March	April	May
April	May	June
May	June	July
June	July	August
July	August	September
August	September	October
September	October	November
October	November	December
November	December	January
December	January	February
January	February	March

Your Employer will make contributions on your behalf in the contribution month for hours you work during the work month. Contributions made during the contribution month will determine eligibility for the coverage month. In no event will your coverage continue beyond the end of the month in which you leave employment with a contributing Employer.

**Transitional Rule:** The Plan will provide continuous coverage if you migrate from one contributing Employer to another, provided the gap in employment is less than thirty (30) days.

