

**EMPLOYEE BENEFIT PLAN  
SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

**AND**

**Teamsters Canada Rail Conference**

**(AGREEMENT #11)**

The parties hereto agree that the company shall provide a Benefit Plan governing life insurance, weekly indemnity benefits, long term disability, maternity leave benefits, extended health care benefits, dental care benefits and vision care benefits as follows:

1. An eligible employee shall be entitled to:

(a) Life Insurance coverage in the amount of \$50,000. with double indemnity provision for accidental death, details of which are contained in Appendix "A".

(b) Weekly Indemnity Benefits up to 26 weeks from wage loss on account of sickness or non-occupational accident of 70% of base pay up to a maximum of \$600.00. per week.

Effective January 1, 2008, eligible employees will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$610.00 per week.

Effective January 1, 2009, eligible employees will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$620.00 per week.

Effective January 1, 2010, eligible employees will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$630.00 per week.

(c) Medicare Allowances, details of which are contained in Appendix "C".

(d) Maternity Leave Benefits or Adoption Leave Benefits up to 17 weeks based on 70% of weekly base pay with no maximum, details of which are contained in Appendix "D".

(e) Extended Health Care Benefits, details of which are contained in Appendix "E".

(f) Dental Care Benefits, details of which are contained in Appendix "F".

(g) Long Term Disability Protection Plan, details of which are contained in Appendix "G".

(h) Vision Care Benefits, details of which are contained in Appendix "H".

2. Eligibility qualifications and pay direct provisions shall be as outlined in Appendix "I".

3. An Administrative Committee will be established to act as a Committee of Appeal in cases where an employee may feel that he has been unjustly dealt with in respect of weekly indemnity payments. This will not be construed to deny an employee any rights of appeal which he may have under his respective Collective Agreement.

**4. (a)** The Administrative Committee shall be comprised of three members from the Company and three members to be nominated by the General Chairpersons' Association and will hold office until successors are named.

(b) Should a vacancy, temporary or otherwise, occur on the Committee it shall be filled by a substitute appointed by the appointer of the original member.

(c) The Committee shall appoint from its own number, two co-chairs, one from the Company and one from the employees.

(d) Four members of the Committee shall constitute a quorum.

(e) Each member of the Committee present at a meeting shall have the right to cast one vote. Decisions of the Committee shall be carried by four or more votes and unless otherwise expressly provided, shall be final and binding.

(f) Normal expenses (including lost wages) incurred by the Employee Members as a result of their attendance at meetings of the Administrative Committee will be reimbursed by the Company.

**5.** In the event the Committee is unable to reach a decision on any matter, either of the parties may, by notice given to the other within 60 calendar days, require the question to be referred to an arbitrator. If the parties are unable to agree on the selection of an arbitrator they shall jointly apply to the Ministry of Labour of Canada for the appointment of an arbitrator. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement or of the collective agreements between any of the parties hereto. The expenses of the arbitrator shall be shared equally by the Railway and the Unions.

**6.** The residual cost of providing the weekly indemnity benefits provided for in Section 1(b) shall be paid by the Company after setting against such costs the employees' share of Unemployment Insurance premium reductions.

**7.** The provision of the coverage outlined herein shall be the responsibility of the Company. The Company will secure policies to provide Weekly Indemnity and Life Insurance coverage as set out in Section 1(a) and (b) hereof, will pay the premiums and will be entitled to any dividends accruing from such policies.

At the option of the Company, the Weekly Indemnity Benefit Plan may be put on an Administrative Services Only (A.S.O.) arrangement and the contract will be between the company and the service organization.

**8.** The provisions of this agreement shall become effective on January 1, 2008.

**9.** This Supplemental Agreement supersedes the Supplemental Agreement signed at North Bay, Ontario on the 26th day of March, 1992 and will remain in effect for the term

of the Collective Agreement and thereafter as required by law. Thereafter being subject to four months notice by either party of their desire to revise or terminate it, which may be served at any time subsequent to August 31, 2010.

Signed at North Bay this \_6<sup>th</sup> \_\_\_ day of December 2007.

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Douglas Finnon  
Vice President  
Teamsters Canada Rail Conference

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Steve Carmichael  
President  
ONTC

## **APPENDIX "A"**

### **LIFE INSURANCE BENEFITS**

1. Each eligible employee will be covered in a group policy with life insurance in the amount of \$50,000. with a double indemnity provision on a 24 hour basis for accidental death.

By virtue of and subject to the terms of the group policy, the sum thus insured is payable to the beneficiary in the event of the death of the employee, while insured under the said group policy.

The insurance may be paid in one sum or in a fixed number of payments, at intervals of not less than one month, as provided in the group policy.

### **2. Conversion Privilege**

Within 31 days after insurance stops, except on account of a reduction in accordance with the terms of the group policy, or except on account of, or subsequent to the termination of the group policy, the employee may apply to the insurance company for any regular whole life, endowment, or pension with insurance plan ordinarily issued by the insurance company. The converted policy may not include disability or double indemnity benefits. The insurance will be issued without medical examination at the premium rate which applies to age and classification of risk at the time of conversion. The employee may apply for an amount equal to, or, at his/her option, less than the amount of insurance which has been cancelled under the group policy.

### **3. Beneficiary**

The employee may, at any time, appoint or change the beneficiary by written notice deposited with the employer, subject to applicable laws.

### **4. Disability Benefits**

In the event that the employee becomes unable to work before age 65 because of total disability owing to accident or sickness, such employee will be entitled to life insurance coverage equal to the amount of paid up retirement insurance in effect at the time. There will be no premiums payable, but the employee must advise the insurance company that he/she is disabled and submit such evidence of disability as it requests.

### **5. Assignment**

No assignment of any of the insurance under the said group policy shall be valid.

## **6. Termination of Insurance**

The employee's insurance terminates when the group policy terminates, unless insurance is continued under the disability provision of the group policy, when the employee ceases to be eligible for insurance according to the terms of the group policy or when the employee attains the termination age specified in the group policy. Terms and conditions are more fully described in the governing insurance company policy.

### **APPENDIX "B"**

#### **WEEKLY INDEMNITY BENEFITS**

1. (a) Effective on the first of the month following ratification of this agreement, for claims which originate on or after that date, an eligible employee will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$600.00 per week.

Effective January 1, 2008, eligible employees will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$610.00 per week.

Effective January 1, 2009, eligible employees will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$620.00 per week.

Effective January 1, 2010, eligible employees will be entitled to weekly indemnity benefits of 70% of his/her weekly base pay to a maximum of \$630.00 per week.

A claimant in receipt of EI sickness benefits will have such benefits supplemented up to the level of his/her weekly indemnity benefits. (This provision is subject to approval by Human Resources Development Canada). At no time shall the combined weekly payments from the plan and the weekly unemployment insurance benefits exceed 95% of the employee's weekly earnings.

(b) Weekly Indemnity benefits will commence for eligible employees from the first day in case of accidental injury, from the first day of sickness if hospitalized during the period of the claim and from the third day in other cases of sickness. Payments will be made for up to 15 weeks. If an employee continues to be disabled under this 15 week period and if he/ she is eligible for Employment Insurance sickness benefits, he/she will be required to claim such EI sickness benefits. Following the exhaustion of such EI sickness benefits, an employee will continue to be eligible for weekly indemnity benefits for a period of up to 11 weeks without any further waiting period. In the event an employee is not eligible to receive EI sickness benefits, he/she would be immediately eligible to receive weekly indemnity benefits for the remaining 11 weeks of the 26 weeks period.

(c) Claims for coverage must be submitted within 30 days of the first day of disability.

2. Employees on company compensated jury duty and union representatives on temporary leave of absence account union business (for whom a premium has been paid) who become disabled during their period of leave will be eligible for weekly indemnity benefits in the same manner as if they had been working. Employees on bereavement leave will become eligible at the expiration of such leave.
3. If, after the termination of any disability for which an employee was entitled to a benefit under this provision, such employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability unless such employee had recovered from the previous disability and had been at work with the company on full time for a period of at least two weeks after termination of the previous disability.
4. Employees have no vested right to payments under this plan except to payments during a recognized absence due to illness or non-work related injury.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Benefits will not be payable:

- (a) for any period of disability during which the employee is not under the care of licensed physician, surgeon or chiropractor;
- (b) for any period during which the employee is receiving benefits under Provincial Workers' Compensation legislation, unless compensation is payable in respect of a previously incurred partial disability which permits continuation of his/her employment;
- (c) for any accident or sickness for which an employee is receiving benefits under Provincial Workers' Compensation legislation,
- (d) for any period during which an employee is entitled to sickness or disability benefits from the Employment Insurance Program in accordance with Section 1(c) of this Appendix "B"; (see Note 1);
- (e) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company;
- (f) if the employee is drawing vacation pay or pay for general holidays or is on strike; (see Note 2);
- (g) for intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot;

- (h) for absence from work due to pregnancy leave;
- (i) for any period during which an employee is engaged in any occupation for wages or profit;
- (j) when an employee is laid off, or on leave of absence (see Note 3).

Terms and conditions are more fully described in the governing insurance company policy.

### **Explanation of Notes**

1. Except for the topping off supplement described in the last paragraph of Section 1(a) of this Appendix "B".
2. An employee who, while on annual vacation becomes ill or is injured, shall have the right to elect to terminate (temporarily) his/her vacation and to be placed on weekly indemnity.
3. When an employee qualifies for benefits during a period of employment and is subsequently laid off, benefits continue in accordance with Article 1(b) of the Appendix "B".

## **APPENDIX "C"**

### **MEDICARE ALLOWANCES**

1. Allowances will be paid by the Company for medical-surgical benefits to be applied against payments provided for under any government medical care program as follows:

(a) Eligible employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.

(b) Eligible employees resident in the Province of Ontario

Monthly allowances as follows:

Employees with no dependants	\$22.50
Employees with dependants	\$45.00

2. Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any medical care program.

3. If no monthly amount is payable or if the monthly amount payable, or to be payable, by an employee, or by an employee and the Company, account medical-surgical benefits is less than the allowance, the difference will be paid by the employee on the payroll and if the monthly amount is greater, the difference will be deducted from the employee's wages.

4. Subject to the provisions of the above sections an employee qualifies for an allowance for any month only if he/she performs compensated service in the payroll period which contains the tenth day of the month or in the payroll period immediately preceding. The application of this section will not operate to deny an eligible employee the allowance for any month in which he/she performs compensated service nor to grant him/her the allowance for any month in which he/she does not perform compensated service.

5. Notwithstanding the provisions of Section 4 above an eligible employee who does not perform compensated service in such pay periods but who is in receipt of a weekly indemnity payment under the provisions of Section 1(b) of this agreement or an Employment Insurance benefit as contemplated in Section 1(c) of Appendix "B" or who is off work account W.S.I.B. disability will be treated as follows:

- (i) If he/she is resident in a province where a medicare premium or medicare tax is payable, he/she will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Section 1 of this Appendix, or such lesser amount as is required to pay the premium or tax in such province.
- (ii) If he/she is resident in a province where no medicare premium or medicare tax is required, no payment will be made.

This Section 5 will apply only for a maximum period of 26 weeks for each period of disability.

**Note:**

The provisions contained in this Section shall not result in a duplication of benefits as a consequence of similar provisions in any other agreement.

## **APPENDIX "D"**

### **PAID MATERNITY LEAVE PLAN**

1. Effective on the first day of the month following the signing of this agreement, a paid Maternity Leave Plan will be established for claims which originate on or after that date. The plan will provide maternity leave benefits in the event of childbirth or the adoption of a child less than one year old of an amount that, when added to Employment Insurance Maternity Benefits, will result in the employee receiving 70% of her weekly base pay with no maximum amount for those weeks during which she receives Employment Insurance Maternity Benefits, i.e., for a maximum of 15 weeks.
2. The provisions of the paid Maternity Leave Plan are subject to the approval of Human Resources Development Canada.
3. Employees have no vested right to payments except to payments as outlined in Clause 1 above.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

## **APPENDIX "E"**

### **EXTENDED HEALTH CARE BENEFITS**

The Extended Health Care Plan provides for coverage of semi-private hospital accommodation expenses and major medical coverage, drugs and vision care expenses in accordance with the following:

#### **(a) Hospital Benefit**

Effective January 1, 1997, semi private hospital coverage will be limited to \$150. per day

Effective April 1, 1998 new employees will not be covered for semi-private insurance.

#### **(b) Drug Benefit**

100% of charges for drugs, including oral contraceptives, sera and injectibles prescribed by a licensed doctor (MD) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (MD) or licensed dentist. The drug plan is not subject to an annual deductible.

Effective October 1, 1996 a generic drug plan will be established. Brand name drugs will be accepted when:

- (i) No generic substitute is available, or
- (ii) An allergic reaction to the generic drug is demonstrated.

(c) Paramedical coverage to an annual maximum of \$500.00 combined, for the following:

Registered Massage Therapist, Podiatrist, Chiropodists, Acupuncturist, Chiropractor, Christian Science, Naturopath, Speech Therapist, Osteopath, Clinical Psychologist.

A Physicians recommendation is required once every six months for registered massage therapy.

Coverage of Hearing aids to a maximum of \$500.00 every five years.

**(d) Major Medical Benefit**

The Major Medical Benefit portion of the plan is subject to a deductible of \$25.00 per family, per calendar year.

**Lifetime maximum cap is removed.**

The Major Medical expenses are subject to 80% reimbursement for the following covered expenses:

Services of a licensed physiotherapist

Services of a registered nurse

-charges for home nursing care, by a registered nurse (R.N.) or when unavailable a registered nursing assistant (R.N.A.) who:

-is not a member of your family; and

-does not normally live in your home;

-when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N. or R.N.A.

-charges for nursing care in a hospital if such charges are not covered under the insured person's Provincial Health Plan, by a Registered Nurse (R.N.) or when unavailable a Registered Nursing Assistant (R.N.A.) who:

-is not a member of your family; and

-does not normally live in your home.

Diagnostic and x-ray services, blood and blood plasma, oxygen and rental of equipment for its administration

Purchase of durable medical equipment, crutches, artificial limbs, etc., including elastic support stockings and orthopaedic shoes

Rental or purchase of a wheelchair, hospital bed or iron lung

Licensed ambulance, including air ambulance to and from the nearest hospital

Dental treatment for accidental injury to natural teeth

### **Expenses Not Covered:**

No payment is made for the following expenses:

Cost of the difference between a semi-private and a private hospital room

Convalescent or nursing home care

Drugs which can be purchased without prescription (with certain exceptions). For example: patent medicines, vitamins, health foods, cough and cold preparations, aspirin and similar products are ineligible.

### **General Exclusions**

The plan does not cover services and supplies in the following situations:

injury sustained by employees while working for pay or profit other than with their employer

injury of a dependent while working for pay or profit, any portion of medical expense covered under Workers' Compensation or similar program

services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage

services, or portions thereof, provided under government sponsored programs

In the event that a service covered by a government sponsored program is suspended, the Extended Health Care Plan will not assume coverage of such service.

## **Co-ordination of Benefits**

Some employees and their dependants are eligible for benefits from other group type plans. In these cases, the benefits payable under all plans will be co-ordinated to ensure that the maximum benefits are made available but that the total amount paid does not exceed the actual expenses incurred.

Terms and conditions are more fully described in the governing insurance company policy.

## **APPENDIX "F"**

### **DENTAL CARE BENEFITS**

The Dental Care Plan provides for coverage of 100% of the expenses for routine dental care and 75% of expenses for major dental care subject to a calendar year deductible of \$35.00 per person, but not more than \$35.00 per family to a maximum annual benefit of \$1,500.00. per person. Eligible employees and their dependants will be covered for expenses as follows:

#### **Routine Care**

Charges up to the maximum benefit for:

- . oral examinations, cleaning of teeth, fluoride treatments and bite wing x-rays: twice in any calendar year, but not more than once in any six month period for dependants under age 18, and not more than once in each nine months for adults, beginning September 1, 1994.
- . full mouth series of x-rays: once every 24 months for dependants under age 18 and not more than once in each 36 months for adults.
- . extractions and alveolectomy (bone work) at time of tooth extraction
- . dental surgery
- . general anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery
- . amalgam, silicate, acrylic, composite and white fillings
- . necessary treatment for relief of dental pain
- . cost of medication and injections given in the dentist's office

- . space maintainers for missing primary teeth and habit breaking appliances
- . consultations required by the attending dentist
- . surgical removal of tumours, cysts, neoplasms
- . incision and drainage of abscess
- . endodontics (root canal therapy)
- . periodontal treatment (gum and tissue treatment)

### **Dentures, Crowns and Bridge Work**

Charges up to the benefit maximum for:

- . provision of crowns, inlays and onlays
  - provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures)
- . replacement of an existing prosthodontic appliance if:
  - (a) it is over five years old and cannot be repaired;
  - (b) it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one);
  - (c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan;
  - (d) it is required as a result of accidental injury after the employee became covered by the plan;
  - (e) the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- . Relines, rebases and repairs to existing dentures
- . Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

## **Other Dental Practitioners**

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- . scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- . installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practicing within the scope of his license.

Charges for such health care, services and supplies will be deemed to be covered as follows:

The amount shown in the practitioner's fee guide for the province where the charges are incurred; or,

Effective November 1, 2003, the Suggested Fee Guide will be increased to provide reimbursement of covered dental costs according to the current Ontario Dental Association fee guide.

## **Alternative Services**

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the applicable suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

## **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed practitioner would exceed \$300., proposed details and x-rays should be submitted to Maritime Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

## **Limitations**

No amount will be paid for charges for:

- . dental care which is cosmetic;

- . completion of claim forms;
- . broken appointments;
- . dental care covered under a medical plan provided by an employer or government which, in the absence of insurance, there would be no charge;
- . stainless steel crowns on permanent teeth;
- . oral hygiene instruction or nutritional counselling;
- . protective athletic appliances;
- . prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not insured, or which were ordered while the person was insured but which were finally installed or delivered after this benefit is discontinued or more than 31 days after termination of insurance for any other reasons;
- . a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- . replacement of a lost or stolen prosthesis; or

## **APPENDIX "G"**

### **LONG TERM DISABILITY PROTECTION PLAN**

#### **1. Employee Eligibility:**

- a) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
- b) For employees hired subsequent to October 27, 2003, the following service requirements shall apply:
  - (i) Must be a current active employee with permanent status and a minimum of two (2) years of continuous employment relationship.
  - (ii) For each year of cumulative compensated service an employee will be eligible to qualify for one (1) year of LTD coverage.
  - (iii) Following ten (10) years of continuous employment relationship, an employee will be eligible for LTD coverage or unless otherwise specified within the LTD Plan.

## 2. Requirements:

- a) Must exhaust all short term disability payments and vacation entitlement.
- b) Must apply for all wage loss replacement plans which includes but not limited to the company pension plan, Q/CPP and Workplace Safety and Insurance benefits if applicable.
- c) Must be determined to be unable to perform any work at Ontario Northland by the company physician.

## Benefit Provision:

- a) The plan will provide that an eligible employee is insured for benefits equivalent to 70% of his/her normal weekly earnings.
- b) Payments from the LTD Plan will be offset by any amount of income the employee receives due to his/her disability. This would include but would not be limited to payments received from the Company pension plan, Q/CPP and Workplace Safety and Insurance benefits. Disability coverage purchased by employees will not be included in this amount.
- c) Any retroactive adjustments from a wage loss replacement plan will result in the top up under the LTD plan being adjusted to reflect the overpayment. (For example, a six month retroactive payment in CPP disability benefits would result in an overpayment of the LTD top up which would then be either collected or the LTD top up would be reduced until the overpayment is recovered.)
- d) Employees eligible for LTD will have their Extended Health Care, Vision, Dental and Life Insurance employment benefits for which they were entitled immediately prior to the commencement of the LTD continued for as long as they qualify for LTD payments.
- e) Employees in receipt of LTD benefits may be required to undergo periodic medical examinations to verify that the employee's entitlement to receive, or to continue to receive, any long term disability benefits payable under this plan. Periodic medical examinations will be paid for by the company.

## Rehabilitation:

An employee in receipt of LTD benefits may be required to participate in a rehabilitative program developed in conjunction with the employee's ability and supported by the Company Physician. Such programs require the approval of the Company and may include:

- 1) work in a full-time or part-time occupation for compensation or profit while the employee is unable because of the disability to be actively at work at his/her own job, or

2) participation in non-remunerative vocational training or work for rehabilitation.

Payment:

Employees who participate in a rehabilitation program will continue to receive payments from the plan offset by any remuneration they may be receiving as a result of the rehabilitation plan. Employees who refuse to participate in a rehabilitation program will cease to be eligible for LTD.

Expenses:

Expenses incurred as a result of the rehabilitation plan, other than normal employment expenses, approved in writing in advance by the company, will be paid by the company.

Limitations:

Payment will not be made for a total disability which existed prior to the employee becoming eligible for coverage under the service requirements of this plan.

Exclusions:

LTD benefits will not be payable:

- a) In respect of an accident which occurs while the employee is performing any work for wages or profit other than on behalf of the company.
- b) For intentionally self-inflicted injury, or injury resulting from war, insurrection or participation in a riot.

Termination:

Coverage under the LTD plan will terminate upon the earlier of:

- a) recovery
- b) reemployment at a rate of pay equal to or greater than the LTD payments
- c) age 65.

While it is the company's intention to administer the program itself, the company reserves the right to insure the LTD plan or transfer the administration of this program to a third party administrator.

## **APPENDIX "H"**

### **VISION CARE BENEFITS**

The Vision Care Plan provides for 100% of the cost of eye wear to a maximum of:

\$250.00 effective the first day of the month following ratification, in any 24 month period, or any 12 month period for dependents age 18 and under. The \$25.00 annual deductible does not apply to the vision care plan.

Charges for lenses (including shatterproof lenses) and frames, sunglasses, or for contact lenses and their replacement provided there is an actual need for change in their magnifying strength, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for anti-reflective coatings.

Services of an ophthalmologist or licensed optometrist to a maximum amount payable in any two consecutive contract years will be, \$75.00 per person.

## **APPENDIX "I"**

### **ELIGIBILITY QUALIFICATION AND PAY DIRECT PROVISIONS**

#### **LIFE INSURANCE**

##### **New Employees:**

A new employee becomes eligible on the first day of the month following the completion of 60 calendar days continuous employment relationship.

Note: The first day of training is considered as the first day of employment relationship.

##### **Monthly Qualification for Coverage:**

An eligible employee qualifies for coverage in respect of a particular month only if he/she renders compensated service in that month.

#### **Extended Health Care, Dental and Vision Care Plan**

Employees will become eligible for extended health care benefits, dental care benefits and vision care benefits on the first day of the month following the completion of six months of continuous service.

### **Waiver of Premium:**

(i) An employee's basic coverage for life insurance, extended health, vision care, dental and weekly indemnity will be continued while he/she is drawing weekly indemnity benefits or Unemployment Insurance benefits under the provisions specified in Appendix "B" of this Supplemental Agreement for a maximum period of up to 12 months for each period of disability.

(ii) An employee's basic coverage for life insurance, extended health and dental will be continued while he/she is off work account WSIB disability for a period of absence consistent with the governing Canada Labour Code provisions.

(iii) In cases where leave of absence has been granted for employees occupying full time union positions, employees may maintain coverage during such leave by paying directly to their employer the monthly premium.

### **Dependent Eligibility**

To be eligible for insurance dependants must be insured under a provincial health insurance plan.

Dependants becomes eligible for insurance when the employee become eligible or, if acquired later, upon becoming a dependent.

The employee must be insured in order for his/her dependants to be insured.

A person may not be insured for health care, dental care and vision care benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (25, if regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; (if separated, spouse must be supported by the employee) except that, a person of the same or opposite sex living with the employee will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- . a natural or legally adopted child; or,
- . a step child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent child relationship.

## **Effective Date of Insurance**

Insurance for employees and their dependants will become effective on the date of eligibility.

If an employee is absent from work because of disability due to illness or injury on the date of insurance, or any increase in insurance would otherwise become effective, such insurance will not become effective until the date the employee returns to active full time work for one full day.

Insurance, or any increase in insurance, for a dependent (other than a new born child who becomes insured within 31 days of becoming eligible), who is confined in a hospital because of illness or injury on the date such insurance would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

## **Direct Payment Provisions, Termination of Insurance and Continuation of Insurance**

1. The group Life, Accidental Death and Dismemberment and Weekly Indemnity benefits cease on the date the employee ceases to be an eligible employee, unless the Life or Weekly Indemnity benefits are extended due to eligible disability.

2. (a) Extended Health Care Plan, Vision Care and Dental coverage for employees and their dependants will be terminated as follow:

(i) resignation or dismissal, the date on which the employment relationship terminates;

(ii) Retiring and retired employees - The end of the month in which the retired employee reaches age 65 or, in the case of an employee retiring after age 65 pursuant to the pension regulations, the end of the month in which retirement takes place (within 6 months of turning 65).

(iii) leave of absence, lay-off, (except as provided below), and death, the last day of the month in which such leave of absence, lay-off or death occurs;

(iv) strike, the last day worked.

(b) (i) In cases of leave of absence for disability (and the employee is in receipt of Weekly Indemnity Benefits, Unemployment Insurance Sickness/Maternity Benefits or Workers' Compensation Benefits), coverage will be maintained at no cost to the employee for a period of six months from the end of the month in which the disability occurs. If disability continues past this period, employees may maintain coverage for a further six months by submitting the required payment directly to their employer.

- (ii) In cases of lay-off and leave of absence in circumstances other than those in (i) above, employees may maintain coverage for a period of 12 months following the date of lay-off or the granting of leave of absence, provided direct payment is made to their employer.

(c) With respect to dependants, the date on which a dependent ceases to be an eligible dependent.

**3.** Insurance for you and your dependants will also terminate when premium payments cease or when this plan is discontinued.

### **Continuation of Health Care and Dental Care Benefits for Incapacitated Children**

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for insurance, provided proof is submitted to Excelsior Life within 31 days after such date that such child:

- . is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- . became so incapacitated prior to attainment of the limiting age; and
- . is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Excelsior Life, as required, but not more often than yearly.

### **Continuation of Health Care and Dental Care Benefits After Your Death**

Your dependants who are insured under this plan at the time of your death will continue to be insured while premium payments for such insurance are continued, but not beyond the earliest of:

- . the date such dependants cease to be eligible;
- . the date your spouse remarries (children will continue to be insured);
- . the end of the month after the date of your death; or
- . the date insurance for your dependants terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).