

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
NOVA SCOTIA ASSOCIATION OF HEALTH
ORGANIZATIONS
(the “Board”)**

**Approval of Amended and Restated
NSAHO Long Term Disability Plan**

WHEREAS the Trustees of the NSAHO Long Term Disability Plan Trust Fund (the “**Trustees**”) are the administrators of the NSAHO Long Term Disability Plan (the “**Plan**”) and have authority under the Plan to recommend Plan amendments to the Board;

AND WHEREAS amendments to the Plan were recommended to and approved by the Board at various times, including the present time (the “**Amendments**”);

AND WHEREAS by resolution adopted December 8, 2023 and attached as Appendix “A” (the “**Trustees’ Resolution**”), the Trustees have recommended to the Board the adoption of the amended and restated Plan to include the Amendments in the form attached as Appendix “B”;

On a motion duly made, seconded and duly carried at a Board meeting held February 1, 2024 the following was approved by the Board:

RESOLVED THAT:

1. The Board hereby accepts the recommendation contained in the Trustees’ Resolution, and adopts the amended and restated Plan text attached as Schedule “B”

CERTIFIED to be a true and complete copy of a resolution passed by the Board of Directors of the NSAHO on February 1, 2024, and that said amendment continues to be in full force and effect, unamended, as of the date hereof.

Dated at Halifax, Nova Scotia, this 1st day of February 2024.



Annette Elliott Rose, Chair
NSAHO Board of Directors

Schedule "A"

**Resolution of the Trustees of the NSAHO
Long Term Disability Plan Trust Fund
(the "Trustees")**

**Recommendation to NSAHO Board
to approve Amended and Restated NSAHO Long Term
Disability Plan, effective November 1, 2023**

WHEREAS the Trustees are the administrators of the NSAHO Long Term Disability Plan dated October 1, 2010 (the "**Plan**") and have authority under the Plan to recommend Plan amendments to the Board of Directors of the NSAHO (the "**Board**");

AND WHEREAS amendments to the Plan were recommended to and approved by the Board at various times, including the present time (the "**Amendments**");

AND WHEREAS the Plan has been amended and restated to include the Amendments, in the form attached as Schedule "B";

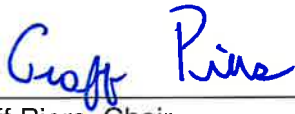
On a motion duly made, seconded and duly carried at a Trustees meeting held December 9, 2023, the following was approved:

RESOLVED THAT THE TRUSTEES RECOMMEND TO THE BOARD THAT:

1. The Board adopt the Amended and Restated NSAHO Long Term Disability Plan Text, effective November 1, 2023, as attached as Schedule "B".

CERTIFIED to be a true and complete copy of a resolution passed by the Trustees of the NSAHO Long Term Disability Plan Trust Fund on the 8th day of December, 2023 and that said amendment continues to be in full force and effect, unamended, as of the date hereof.

Dated at Halifax, Nova Scotia, this 8th day of December, 2023



Geoff Piers, Chair,
Trustees of the NSAHO Long Term Disability Plan Trust Fund



Jim Mott, Vice Chair,
Trustees of the NSAHO Long Term Disability Plan Trust Fund

Schedule “B”

**NSAHO
LONG TERM DISABILITY PLAN**

**Amended and Restated
Effective November 1, 2023**

Interpretation Note:

This document replaces all preceding Plan texts with respect to coverage and claims incurred on or after the effective date, subject to subsequent amendments, and does not describe historical plan provisions preceding the effective date. Claims for Long Term Disability are governed by the Plan text in effect on the date of Total Disability; however, may be subject to subsequent changes to the Plan text or Plan guidelines that are procedural in nature.

**Prepared by the:
Nova Scotia Association of
Health Organizations
For Its Members**

Health Association Nova Scotia is a registered business name of Nova Scotia Association of Health Organizations. NSAHO is settlor of the LTD Trust Fund and a Trust Agreement is in place with respect to the governance and administration of the Plan. Therefore, we continue to use our corporate name when referring to the NSAHO LTD Plan.

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ARTICLE 1
PURPOSE

- 1.01 The NSAHO Long Term Disability Plan was established for the purpose of providing Long Term Disability Benefits to qualifying employees of NSAHO members participating in the Plan.

ARTICLE 2
DEFINITIONS

- 2.01 Wherever used in this Plan,

“ACTIVELY AT WORK”, refers to an Employee who reports for work at his/her usual place of employment with the Employer and is able to perform his/her Regular Duties for the minimum scheduled hours. An Employee is considered actively at work if he/she is absent due to vacation, weekends, statutory holidays, shift variances or on a leave of absence at full pay (other than a leave due to illness or injury) but otherwise is able to perform the Regular Duties of his/her occupation.

“AGE LIMIT”, refers to age 65 or if applicable, such earlier time for members of the NSAHO Pension Plan as follows:

- (1) effective January 1, 2008, for Employees covered by the Plan or in receipt of Benefits on or after this date, anytime after the Employee has attained 60 years of age and 30 years of pensionable service; or
- (2) effective October 1, 1998, for Employees covered by the Plan or in receipt of Benefits between October 1, 1998 to December 31, 2007, anytime after the Employee has attained 60 years of age and 25 years of pensionable service.

“APPEAL” refers to the Employee’s appeal from a Claim Decision or Claim Review Decision pursuant to Article 12.

“ARBITRATION” refers to the method of dispute resolution where the Dispute Resolution Authority makes a final binding decision pursuant to Article 12.07.

‘AWARD’ means a final decision on the Appeal made by the Dispute Resolution Authority pursuant to Article 12.

“BENEFIT” or **“BENEFITS”** refers to benefits payable to a Totally Disabled Employee under the NSAHO Long Term Disability Plan.

“BOARD OF DIRECTORS” or **“BOARD”** refers to the Board of Directors of the NSAHO.

“CAA” means the *Commercial Arbitration Act*, S.N.S. 1999, c.5.

“CLAIM DECISION” means a decision of the Claims Adjudicator to approve, deny or terminate a claim.

“CLAIM REVIEW” refers to a formal review of the Claim Decision by the Claims Adjudicator at the request of the Employee.

“CLAIM REVIEW DECISION” means a decision of the Claims Adjudicator to confirm or change the Claim Decision pursuant to a Claim Review.

“CLAIMS ADJUDICATOR” means the adjudicator appointed by the Trustees pursuant to the NSAHO LTD Plan Trust Agreement to carry out any or all administrative and adjudicative services associated with the Plan. All actions or decisions of the Claims Adjudicator are deemed to be those of or on behalf of the Trustees unless otherwise indicated.

“DISPUTE RESOLUTION AUTHORITY” means the person appointed to be a mediator/arbitrator in accordance with Article 12.02.

“ELIMINATION PERIOD” means a qualifying period of 150 calendar days of Total Disability before the Employee is eligible to receive Benefits.

“EMPLOYEE” refers to a person employed by an Employer with permanent employment status satisfying either of the following eligibility criteria:

- (1) regularly scheduled work hours of at least 28 hours bi-weekly, or
- (2) continuous service averaging at least 28 hours bi-weekly in the prior calendar year.

For greater clarity, casual employees and employees hired for a specified term are not eligible for coverage under the Plan.

“EMPLOYER” means a current or former member organization of NSAHO which NSAHO has invited, and the member organization elected, to participate in the Plan pursuant to a duly executed Participation Agreement with NSAHO and in accordance with NSAHO bylaws. For the purposes of this Plan text, Employer shall also include NSAHO and the NSAHO Pension Plan, in respect of their own Employees.

“EVIDENCE OF INSURABILITY” means any statement or proof of a person’s physical condition, occupation or other factor affecting his or her acceptance for coverage under the Plan, regardless of whether such coverage is provided through a program of insurance or otherwise.

“EXISTING EMPLOYEES” refers to an individual employed by the Employer immediately prior to the Plan Effective Date.

“KEY EMPLOYEE” mean an Employee who:

- (1) Was at any time in the taxation year or in a preceding taxation year, a “specified employee” of the Employer, as that term is defined in the Income Tax Act (Canada); or
- (2) Was an Employee whose employment income from the Employer in any two of the five taxation years preceding the year exceeded five times the Year’s Maximum Pensionable Earnings (as determined under section 18 of the Canada Pension Plan) for the calendar year in which the employment income was earned.”

“LEAVE OF ABSENCE” refers to a period of time during which the Employee is not Actively at Work but has not terminated employment, excluding absences due to lay-off, strike or lock-out.

In the case of a maternity or parental leave of absence:

- (1) the leave shall begin on the earliest of:
 - (a) the elected start date of the leave or
 - (b) the date of delivery; and
- (2) the leave shall end on the earlier of:
 - (a) the date the Employee reports back to work, or
 - (b) the date agreed to between the Employer and the Employee up to a maximum of 24 months in duration or such longer period defined by provincial or federal statute.

“MEDIATION” refers to the method of dispute resolution where the Dispute Resolution Authority facilitates negotiation between the Parties pursuant to Article 12.06.

“MEDICAL BOARD” refers to an advisory board established by the Trustees in accordance with Article 12.03.

“NOTICE OF APPEAL” has the meaning set out in Article 12.04(1).

“NOTICE OF CLAIM” means the Employee’s application for Benefits by provision of completed claim forms to the benefits department of NSAHO.

“NSAHO” refers to the Nova Scotia Association of Health Organizations.

“OTHER PRE-DISABILITY EMPLOYMENT” refers to employment in a position that:

- (1) was independent of the position(s) from which the Employee is Totally Disabled under this Plan;
- (2) commenced prior to Total Disability under this Plan; and
- (3) produced earnings or benefits immediately preceding the date of Total Disability.

“PARTIES” where used in Article 12, refers to the Trustees and the Employee and **“PARTY”** means one of them.

“PRELIMINARY MATTERS MEETING” means the meeting between the Parties and the Dispute Resolution Authority pursuant to Article 12.05.

“PLAN” refers to the NSAHO Long Term Disability Plan, as amended from time to time.

“PLAN EFFECTIVE DATE”, with respect to the participation of an Employer in the Plan, means the date coverage commences in accordance with the executed Participation Agreement.

“PROOF OF CLAIM” means the proof of Total Disability which is provided by the Employee to the Claims Adjudicator. Such proof shall cover the occurrence, nature and

extent of disability, and include such evidence that may be required to conduct vocational assessments.

“RECORD” refers to all medical reports, medical consultant reports and memoranda, file notes and other information, except documents protected by solicitor/client privilege, in the possession of the Claims Adjudicator or the Trustees that have relevance to the assessment of the claim or Appeal.

“REGULAR DUTIES” means the duties that the Employee was performing or expected to perform for a particular position.

“REPLACED CONTRACT” refers to a contract of group long-term disability insurance offered by an Employer to employees immediately prior to the Plan Effective Date and replaced by this Plan.

“SALARY” means gross remuneration paid to the Employee based on the regular rate of pay and actual hours worked for the Employer in the position, subject to the following:

- (1) Total hours worked are subject to a maximum of the full-time equivalent hours for the Employee’s permanent position.
- (2) The regular rate of pay:
 - (a) includes retroactive Salary increases paid to the Employee negotiated by a certified bargaining unit or applicable to at least one class of Employees; and
 - (b) excludes bonuses, special payments, overtime and premium payments.
- (3) Where the Employee holds multiple positions with the Employer, salary will be the total combined remuneration.

“SETTLEMENT” means the settlement reached by the Parties pursuant to Article 12.06(4).

“TOTAL DISABILITY” or **“TOTALLY DISABLED”** means:

- (1) during the Elimination Period and the following 30 months of disability, an Employee is completely unable due to illness or injury to perform the Regular Duties of his/her own occupation based on the position held with the Employer immediately prior to the commencement of the Elimination Period; and
- (2) thereafter, he/she is unable due to illness or injury to engage in any occupation for which he/she is qualified or could reasonably become qualified by education, training or experience, considered collectively or separately.

“TRUSTEES” refers to the Trustees appointed pursuant to the NSAHO LTD Plan Trust Agreement, including replacement or successor Trustees, or delegates acting on their behalf including the NSAHO benefits department.

“TRUST FUND” refers to the NSAHO Long Term Disability Plan Trust Fund established pursuant to the NSAHO LTD Plan Trust Agreement.

ARTICLE 3
FUNDING BASIS

3.01 Funding.

- (1) The Plan is funded from:
 - (a) funds deposited by the settlors into the Trust Fund at Plan inception;
 - (b) Employee and Employer contributions to the Trust Fund;
 - (c) income accruing to the Trust Fund; and
 - (d) any other monies that may be awarded to the Trust Fund.
- (2) No Employer or Employee, whether current or former, shall have any interest in the Trust Fund or any accumulated surplus except as provided herein.

3.02 Contributions.

- (1) The contributions to be remitted by the Employer for a given calendar month will be the total of the monthly contributions for that Employer's Employees covered by this Plan in the calendar month based on the monthly contribution rates established by Trustees.
- (2) The contributions due date is 15 days following the calendar month end.
- (3) A grace period of 15 days from the contributions due date shall be granted for the payment of contributions without interest.
- (4) If any contributions are not paid in full by the end of the grace period, Trustees reserve the right to charge interest from the expiry of the grace period.

3.03 Cost Sharing.

Contributions to the Trust Fund are equally split between the Employer and Employee, except as provided for under Article 6.08 with respect to continuation of coverage during a Leave of Absence following the expiration of sick leave benefits and Article 6.09 with respect to continuation of coverage during a strike.

3.04 Waiver of Contributions.

Employer and Employee contributions will be waived for each Employee who is in receipt of Benefits.

3.05 Employer Collection and Remittance.

- (1) The Employer is solely responsible for collecting and remitting all contributions due, except as outlined in Article 6.09 with respect to continuation of coverage during a strike and Article 6.08 with respect to continuation of coverage during a Leave of Absence following the expiration of sick leave benefits.
- (2) Failure to collect contributions from the Employee shall not impact the Employer's responsibilities for remittance, except as provided for under Article 6.09 respecting continuation of coverage during a strike and Article 6.08 with respect to continuation of coverage during a Leave of Absence following the expiration of sick leave benefits.

3.06 Rate Change. The Trustees may change the contribution rate:

- (a) any time the Plan is amended;
- (b) any time there is a change in government legislation, regulations or policy impacting Trust Fund funding; or
- (c) on any contributions due date should the Trustees determine that contributions are insufficient to adequately fund the Plan, or contributions exceed what is required to adequately fund the Plan.

ARTICLE 4 COVERAGE ELIGIBILITY

4.01 Mandatory Participation.

Enrolment and participation in the Plan is mandatory for Employees. An Employee will be deemed to enrol in the Plan regardless of whether he/she completes and signs the form or forms prescribed for that purpose and regardless of whether he/she has authorized deductions from his/her earnings.

4.02 Eligibility to Join the Plan.

Employees shall become eligible to join the Plan as outlined in Article 4.04 following the completion of a waiting period. The waiting period for coverage is either:

- (a) three months of continuous service if the Employee is regularly scheduled to work a minimum 28 hours bi-weekly; or
- (b) twelve months of continuous service commencing from January 1st of the calendar year during which the Employee averages a minimum of 28 work hours bi-weekly. For greater certainty, determination of the start date for the waiting period is always made retrospectively, following review of the calendar year service records maintained by the Employer.

4.03 Completing the Waiting Period.

- (1) The waiting period applies to all Employees, subject to Article 4.05 respecting Existing Employees, but may be waived if requested by the Employer and approved by the Trustees.
- (2) Days the Employee is absent from work are not considered for calculation of the waiting period.
- (3) If the Employee is absent from work for more than 14 consecutive calendar days, the Employee will be required to commence a new waiting period.

4.04 When Coverage Begins.

- (1) Subject to Article 4.05, coverage begins as follows:
 - (a) for an Employee who has completed a three month waiting period pursuant to Article 4.02(a), coverage shall become effective on the next date the Employee is Actively at Work;
 - (b) for an Employee who has completed a 12 month waiting period pursuant to Article 4.02(b), coverage is effective the following February 1st

provided that the Employee is Actively at Work. Otherwise, coverage will begin when the Employee is again Actively at Work.

- (2) For the purposes of calculating the waiting period in Article 4.04(1)(a), a month runs from a date in one calendar month to the preceding date in the following month in the case of an uninterrupted waiting period.

4.05 Existing Employee Exception.

Articles 4.03 and 4.04 are modified with respect to Existing Employees as follows:

- (1) Coverage for an Existing Employee shall become effective immediately if he/she is Actively at Work on the Plan Effective Date.
- (2) If an Existing Employee is not Actively at Work on the Plan Effective Date, coverage shall become effective:
 - (a) after he/she has been Actively at Work for five consecutive days unless he/she is returning from a Leave of Absence that has exceeded 24 months; and
 - (b) after he/she has completed a Waiting Period for coverage pursuant to Article 4.02 if he/she has been on a Leave of Absence exceeding 24 months. Such coverage will be subject to a pre-existing condition limitation pursuant to Article 10.01(e).

4.06 Eligibility for Excess Coverage.

For Employees with an annualized Salary that exceeds \$260,000, Evidence of Insurability must be submitted by the Employee and approved by the Claims Adjudicator for full coverage under the Plan. Otherwise, the Employee's maximum Benefit will be capped at a lower level pursuant to Article 8.01.

4.07 Replaced Contract Exception.

- (1) The requirement that an Employee be Actively at Work shall be modified for Employees insured under a Replaced Contract immediately prior to the Plan Effective Date. In these circumstances, the Actively at Work requirement shall be waived in respect of coverage amounts up to the lesser of:
 - (a) the amount for which the Employee is eligible under the terms of this Plan, and
 - (b) the amount for which the Employee was insured under the Replaced Contract, including voluntary or excess coverages.
- (2) However, no Benefit is payable under this Plan if the Replaced Contract is bound contractually or as a matter of law to provide a benefit. For greater certainty, the Trustees will not be liable for any disability claim preceding the Plan Effective Date.

4.08 Eligibility to Remain in the Plan.

Once coverage is effective, an individual's eligibility is maintained and the individual is deemed to remain an eligible Employee provided that he/she continues to be employed with permanent employment status by the same Employer. This applies even if work

hours fall below the required minimums established for initial eligibility to join the Plan. However, coverage remains subject to the Plan's other provisions, including Plan termination, in Article 14.

4.09 Changes in Coverage.

- (1) A change in an Employee's coverage that is due to a Salary increase will take effect when the Employee is next Actively at Work, subject to approval of Evidence of Insurability by the Claims Adjudicator if applicable. For this purpose, an Employee will be considered to be Actively at Work if he/she is on a Leave of Absence at full pay or in receipt of sick leave benefits.
- (2) All other changes in an Employee's coverage, whether such change results in an increase or decrease in coverage, take effect on the effective date of the change.

4.10 Retroactive Salary Increase Exception.

Notwithstanding the provisions in Article 4.09, a change in an Employee's coverage resulting from a retroactive Salary increase will take effect, subject to approval of Evidence of Insurability by the Claims Adjudicator if applicable, as follows:

- (a) on the retroactive effective date of the increase, if the Employee was Actively at Work on that date; or
- (b) the date the Employee was next Actively at Work.

ARTICLE 5
COVERAGE TERMINATION & REINSTATEMENT

5.01 Coverage Termination.

Coverage under the Plan terminates on the earliest of:

- (a) the date the Employee attains the Age Limit as provided under the Plan;
- (b) the date that an Employee's permanent employment status with the Employer terminates;
- (c) the date an Employee retires;
- (d) the date the Employee is no longer Actively at Work, except as provided under Article 6 concerning Continuation of Coverage;
- (e) the date that an Employee dies; and
- (f) the date the Plan terminates.

5.02 Reinstatement of Coverage – After Termination of Employment.

- (1) An Employee whose coverage under the Plan has ended due to termination of employment with an Employer may be eligible for coverage under the Plan upon re-employment in a permanent position within 12 months of coverage ending without satisfying another waiting period, provided that:
 - (a) he/she is returning to work with the same Employer, even if work hours are below the required minimums established for initial eligibility to join the Plan; or
 - (b) he/she is commencing work with another Employer and is regularly scheduled to work at least 28 hours bi-weekly.

- (2) Coverage for an Employee who is reinstated under this Article shall be effective on the date of permanent employment, providing he/she is Actively at Work.
- (3) For purposes of applying the pre-existing condition limitation in Article 10.01(e), the date the Employee's coverage became effective for reinstatement under this Article is deemed to be the same coverage effective date governing coverage immediately prior to the Employee's termination of employment.
- (4) An individual who is not eligible for reinstated coverage under this Article will be treated as newly employed in all respects and becomes eligible for coverage as described under Article 4.

5.03 Reinstatement of Coverage – After Lay-off.

- (1) An Employee whose coverage in the Plan has been terminated solely due to lay-off will be eligible for reinstatement of coverage when he/she is again Actively at Work with the same Employer provided that:
 - (a) the lay-off period was less than two years, and
 - (b) he/she is returning to permanent employment with the Employer.
- (2) For purposes of applying the pre-existing condition limitation in Article 10.01(e), the Employee's coverage effective date for reinstatement under this Article is deemed to be the same coverage effective date governing coverage immediately prior to the Employee's lay-off.

ARTICLE 6
CONTINUATION OF COVERAGE

6.01 Continuing Coverage During a Leave of Absence.

Notwithstanding the termination of coverage provisions outlined in Article 5.01(d), coverage may be continued during a Leave of Absence, subject to the provisions herein.

6.02 Maximum Period.

The maximum period for continuation of coverage during a Leave of Absence, or combined consecutive Leaves of Absence, is 24 months unless a longer period is required by legislation.

6.03 Application - Personal Leave of Absence.

- (1) Continuation of coverage during a personal Leave of Absence, including a maternity or parental Leave of Absence, is optional and subject to an election by the Employee, except as provided in Article 6.04. It is the responsibility of the Employee to make application for continuation of coverage as described herein.
- (2) An Employee makes application for continuation of coverage during a personal Leave of Absence by providing written notice to the Employer by due completion of the form designated for such purpose. Application must be made to the Employer within 31 days of the start of the Leave of Absence or such longer period permitted in Article 6.04(2).

- (3) The Employee's failure to make application for continuation of coverage within the prescribed time period will limit the Employee's further participation in the Plan pursuant to Article 6.07.

6.04 Exception – Employees on Paid Leave or Sick Leave.

- (1) Coverage will continue automatically for an Employee who continues to receive remuneration or salary continuance benefits from the Employer during a Leave of Absence, whether or not the Employee has made application under Article 6.03, up until the latter of the following:
 - (a) the end of such remuneration or benefits, or
 - (b) the end of the purported Elimination Period pursuant to Article 6.08 if the Employee has made a claim for Benefits.
- (2) The Employee may make application for continuation of coverage for a personal Leave of Absence thereafter pursuant to Article 6.03 within 31 days of this end date. The Employee's failure to make application for continuation of coverage within this time period will limit the Employee's further participation in the Plan pursuant to Article 6.07.

6.05 Contributions.

- (1) Continuation of coverage is subject to the payment of contributions as due.
- (2) An Employee will be responsible for payment of the full Employee and Employer contributions during the Leave of Absence for any period during which he/she is not in receipt of remuneration or sick leave benefits from the Employer.

6.06 Termination of Coverage.

- (1) Continuation of an Employee's coverage will cease:
 - (a) upon failing to make application for continuation of coverage within the prescribed time periods in Articles 6.03 and 6.04;
 - (b) upon reaching the maximum period for continuation of coverage provided herein;
 - (c) upon the expiration of the grace period for payment of contributions except as outlined in Article 6.08; or
 - (d) upon notice from the Employee to cease continuation of coverage.

6.07 Limitations on Future Coverage.

- (1) If coverage is not continued or coverage terminates during the Leave of Absence, an Employee's future coverage in the Plan will be subject to the following limitations:
 - (a) the Employee will not be covered by the Plan until he/she is again Actively at Work; and
 - (b) the Employee will be subject to the Pre-Existing Condition limitation in Article 10.01(e) as though he/she was newly employed if the lapse in coverage has exceeded 24 months, For this purpose, the new coverage effective date will be the date the Employee is Actively at Work following the Leave of Absence.

6.08 Contributions During the Elimination Period – Exception.

- (1) If contributions are not paid in full during a claim for Benefits, such as following the expiration of sick leave benefits, the Employee will be deemed to have continued coverage and deferred payment of all outstanding contributions to the end of the purported Elimination Period at which time contributions are immediately due and payable regardless of whether the claim for Benefits is approved.
- (2) Without limiting Trustee's options for recovery of outstanding contributions, these amounts may be applied as a set off to the first payment(s) of monthly Benefits if the claim is approved.
- (3) An Employee whose claim has not been approved may make application under Article 6.04 to continue coverage for a personal Leave of Absence beyond the purported Elimination Period.

6.09 Strike Or Lock-Out.

If an Employee is absent from work due to a strike or lock-out, coverage under the Plan may be continued if a written request is made to the Trustees and contributions paid on behalf of the class of affected Employees.

6.10 Lay-Off & Termination of Employment.

- (1) Continuation of coverage is not available to an Employee who is absent from work due to lay-off
- (2) Coverage will not be continued after termination of employment except with respect to Employees in receipt of Benefits, notwithstanding the terms of any Employer severance arrangements or any other Plan provisions.
- (3) If federal or provincial legislation requires the Plan to continue coverage for an Employee beyond the date it would have otherwise terminated and the required contributions are paid, coverage will be continued to the end of the period required by law.

ARTICLE 7
BENEFITS ELIGIBILITY

7.01 Onus of Proof.

The Employee bears the responsibility for providing the Claims Adjudicator with Proof of Claim sufficient to establish his/her initial and ongoing eligibility for Benefits.

7.02 Eligibility for Benefits.

Upon receipt of Proof of Claim pursuant to Article 11 which is satisfactory to the Claims Adjudicator that the Employee became Totally Disabled as defined herein while covered under this Plan and remained Totally Disabled during the Elimination Period and thereafter without interruption, the Employee will be eligible for Benefits under the Plan, subject to the exclusions and limitations outlined herein and in Article 10.

7.03 Interruption of the Elimination Period.

- (1) The Elimination Period will not include any period of disability during which the Employee is not under the continuing care and following the treatment of a licensed physician.
- (2) If there is an interruption of the Elimination Period, including a return to working full duties and full hours for the Employer, non-continuous periods of Total Disability may be accumulated for determining the Elimination Period subject to the provisions of Article 7.05.
- (3) A return to working modified duties or hours for the Employer will not constitute an interruption of the Elimination Period for an Employee who is otherwise Totally Disabled. These days will be considered to be a continuation of the Total Disability and the Elimination Period.

7.04 Recurrence of Total Disability – General Provisions.

Where an Employee has returned to work, either during the Elimination Period or after Benefits become payable, and subsequently becomes Totally Disabled again due to the same or a related cause, the Employee must provide notice of the recurrence of disability and the supporting medical documentation to the Claims Adjudicator.

7.05 Recurrence of Total Disability – During the Elimination Period.

- (1) If the Employee has returned to working full duties and full hours during the Elimination Period and then subsequently becomes Totally Disabled again due to the same or a related cause, the Elimination Period will resume and these non-continuous periods of Total Disability will be accumulated for determining the Elimination Period, provided that no return to work is longer than 21 consecutive days.
- (2) If the return to working full duties and full hours is more than 21 consecutive days or the subsequent Total Disability is due to a new cause, this will be considered a new claim. The prior Elimination Period will not resume and the Employee will be required to complete a new Elimination Period.

7.06 Recurrence of Total Disability After Benefits are Payable – Return to Work or Interruption under 12 Months.

- (1) If an Employee returns to work with an Employer (or otherwise ceases to be Totally Disabled) after receiving Benefits under this Plan, any subsequent period of Total Disability for the same or a related cause will be considered as a continuation of the previous Benefit period, unless the successive periods of Total Disability are separated by a continuous period during which the Employee is Actively at Work for at least one year.
- (2) When a subsequent period of Total Disability is considered as a continuation of the previous Benefit period, the Employee shall be entitled to Benefits on the day the subsequent Total Disability commenced and the monthly Benefit payable will be equal to the monthly Benefit paid during the initial period of Total Disability.
- (3) If the subsequent Total Disability is due to an unrelated cause, this will be considered a new claim and subject to a new Elimination Period. However, the

Elimination Period on this new claim will be waived and Benefit entitlements adjusted accordingly if the Claims Adjudicator determines that the Total Disability would prevent (or has prevented) the Employee from performing the Regular Duties of his/her occupation for a continuous period of at least 119 calendar days.

7.07 Recurrence of Total Disability After Benefits are Payable - Return to Work or Interruption exceeding 12 Months.

- (1) If an Employee returns to work with an Employer (or otherwise ceases to be Totally Disabled) for a continuous period of one year or more after receiving Benefits under this Plan, any subsequent period of Total Disability will be considered a new claim and subject to a new Elimination Period.
- (2) The Elimination Period applicable to the claim of an Employee to whom Article 7.07(1) applies will be the lesser of:
 - (a) the sum of the accumulated sick leave credits at the time of Total Disability plus 119 consecutive calendar days, or
 - (b) 150 consecutive calendar days.

7.08 Own Occupation.

- (1) The duties of a temporary assignment will be the basis for determining Total Disability if this is the position held immediately prior to the commencement of the Elimination Period.
- (2) Where the Employee is covered by the Plan for more than one position, each position will be adjudicated independently with respect to the determination of Total Disability.
- (3) An Employee who requires a license issued by the government or other regulating body to perform the duties of his/her occupation is not considered Totally Disabled simply because the license has been revoked, has not been renewed or has been made subject to limitations or restrictions.

7.09 Start Date for Benefits.

- (1) Where initial Notice of Claim pursuant to Article 11.01 is provided within seven months from the expiry of the Elimination Period, Benefits shall be payable from the end of the Elimination Period.
- (2) Where initial Notice of Claim is provided beyond seven months but before 19 months from the expiry of the Elimination Period, Benefit payments shall be payable no earlier than the date on which the initial Notice of Claim was provided to the Claims Adjudicator.
- (3) Where initial Notice of Claim is provided beyond 19 months from the expiry of the Elimination Period, no Benefits shall be payable.
- (4) The Plan is not liable for the loss of Benefit payments as a result of the failure of the Employer or Employee to provide timely Notice of Claim.

- (5) If an Employee becomes Totally Disabled while absent from work but continuing coverage under Article 6, Benefits shall commence at the later of the scheduled return-to-work date or the end of the Elimination Period.

7.10 Payment.

Benefits are paid monthly, subject to all of the provisions of this Plan, up to the Age Limit.

ARTICLE 8
BENEFITS AMOUNT

8.01 Benefit Formula.

- (1) The gross monthly Benefit will be 70% of the monthly Salary, up to a maximum Benefit of \$15,000 per month (\$20,000 per month if Evidence of Insurability has been approved by the Claims Adjudicator pursuant to Article 4.06).
- (2) Monthly Salary is determined as at the date of Total Disability based on the Employee's regular rate(s) of pay on the last preceding work day multiplied by 1/12 of the Employee's annualized work hours. However, for an Employee ("Part-Time") who is not regularly scheduled to work 70 hours or more bi-weekly, monthly hours worked will be based on the average of the preceding six months or pro-rated for such lesser period as may be applicable. However, in no event shall hours worked for purposes of determining monthly Salary be less than the guaranteed hours for the position, or combined hours worked for multiple positions be greater than the full-time equivalent for the positions.

8.02 Benefits Payable.

- (1) The monthly Benefit amount is the gross Benefit in Article 8.01 less:
 - (a) any amounts enumerated in Article 8.04 under Reductions from Benefits, and
 - (b) any adjustments by the Claims Adjudicator pursuant to Articles 8.06 and 8.08.
- (2) Benefits are taxable to the Employee and subject to statutory deductions at source.
- (3) If Benefits are payable for a period of less than a full month, the Plan will pay 1/30th of the monthly Benefit payable for each full day that the Employee is Totally Disabled.
- (4) All Benefit payments will be made in arrears.
- (5) If an Employee's Benefits are overpaid, he/she is responsible for repayment to the Plan immediately, or pursuant to such other payment schedule permitted by the Claims Adjudicator. If the Employee fails to fulfill this responsibility, further Benefits shall be withheld until the overpayment is recovered. This does not limit the Plan's right to use other legal means to recover the overpayment as may be deemed necessary in the circumstances.

- (6) Where the Employee is covered by the Plan for more than one position, Benefit entitlements shall be determined for each claim independently based on the applicable coverage for each position.

8.03 Indexing.

- (1) Benefits payable under the Plan may be adjusted to reflect cost of living increases on the recommendation of the Trustees and approval of the Board of Directors. Unless otherwise indicated in the Board's approval, eligibility for the adjustment shall be limited to claims in the course of payment as at a specified eligibility date and the adjustment shall be limited to future Benefits payable on or after the specified effective date.
- (2) The following adjustments have been approved by the Board:
 - (a) effective January 1, 2007, Employees in receipt of Benefits who were Totally Disabled prior to August 1, 2002 were provided an indexing adjustment. This adjustment was based on increases to the average Consumer Price Index over the 12 month period preceding the date of Total Disability to the 12-month period preceding August 31, 2002 and applied to the gross monthly Benefit calculated pursuant to Article 8.01 reduced by eligible CPP and WCB benefits pursuant to Article 8.04;
 - (b) effective March 1, 2008, Employees in receipt of Benefits who were Totally Disabled prior to August 1, 2004 were provided an indexing adjustment. This adjustment was based on increases to the average Consumer Price Index over the 12 month period preceding August 31, 2002 or the date of Total Disability if later, to the 12 month period preceding August 31, 2004 and applied to the gross monthly Benefit calculated pursuant to Article 8.01, including any applicable indexing pursuant to sub-Article (a) above, reduced by eligible CPP and WCB benefits pursuant to Article 8.04.

8.04 Reductions from Benefits.

- (1) The gross Benefit otherwise payable pursuant to Article 8.01 will be reduced by the full amount, before tax and/or any other deductions, of the following:
 - (a) any benefit payable under any Workers' Compensation law or similar law with respect to employment with the Employer and resulting from the Employee's disability;
 - (b) any disability benefit payable under the Canada Pension Plan, Quebec Pension Plan or a similar plan of any other country, but excluding benefits payable on behalf of dependants;
 - (c) any retirement benefit payable under the Canada Pension Plan, Quebec Pension Plan or a similar plan of any other country if benefits became initially payable on or after the date of Total Disability;
 - (d) any income or benefit payable to the Employee under a pension or retirement plan of an NSAHO member organization if benefits became initially payable on or after the date of Total Disability;
 - (e) any income payable by the Employer, or by any other plan or program provided by or through the Employer, with respect to salary continuance,

- sick leave or short term disability benefits, whether insured or self-insured, except as provided for under Article 8.07;
- (f) any benefit payable under any group disability income plan for the same or a subsequent disability;
 - (g) any other salary, wage or other payment by the Employer to the Employee with respect to the Benefits period, including vacation pay, but not including retroactive salary awards or other payments accrued with respect to service preceding the Benefits period, except as provided for under Articles 8.06 and 8.08;
 - (h) any income received from employment subject to Articles 8.06 and 8.08;
 - (i) any income payable by a government legislated no-fault automobile insurance plan, including the Quebec Automobile Insurance Act, resulting from the Employee's disability, whether by lump-sum or periodic payments, but only to the extent permitted by such legislation; and
 - (j) any compensation recovered for loss of earnings from a third party, either by settlement or judicial determination, who caused or contributed to the Total Disability, as further provided under Article 8.09.
- (2) The amount of the Benefit otherwise payable will also be reduced so that total monthly income from all sources will not exceed 100% of the Employee's pre-disability gross monthly earnings. For the purpose of this calculation, total monthly income from all sources includes Benefits payable under this Plan, income or benefits specified under Article 8.04(1) and the full amount, before tax and/or any other deductions, of the following:
- (a) any income or benefit payable under any disability income plan provided by or through an association for the same or a subsequent disability;
 - (b) any income or benefit payable under any other plan or program of any government or of any subdivision or agency of the government for the same or a subsequent disability, but excluding Employment Insurance or its successors; and
 - (c) any payments by the Employer as salary or wages in lieu of notice of termination.
- (3) Other income or benefits enumerated in Articles 8.04(1) (a) through (i) and 8.04(2), and received by the Employee in a lump-sum, will be pro-rated on a monthly basis over the time period for which the sum is payable. If no time period is stated, the sum will be pro-rated on a monthly basis to the earlier of the Age Limit or the age of retirement, as determined by the Claims Adjudicator.
- (4) The Plan shall not reduce the monthly Benefit in respect of:
- (a) disability benefits payable under the Employment Insurance Act or its successors; or
 - (b) any increases in benefits payable in Articles 8.04(1) and (2) after Benefits under this Plan commence due solely to cost of living adjustments.
- (5) The Employee must apply for all benefits or income for which he/she may become eligible under any of the preceding sources.

8.05 Canada Pension Plan and Workers' Compensation Benefits.

- (1) The Claims Adjudicator shall have the right to require proof that applications for Canada Pension Plan benefits (CPP) and Workers' Compensation benefits (WCB), including any necessary appeals, have been made by an Employee applying for Benefits under this Plan. If, in the opinion of the Claims Adjudicator, the Employee may qualify for either or both of these benefits but he/she fails to apply or appeal, the Claims Adjudicator will reduce the monthly Benefit otherwise payable to the Employee pursuant to this Plan by an amount equal to an estimate of the CPP or WCB benefits that the Employee would have otherwise received.
- (2) An Employee shall be required to sign a letter of undertaking confirming his/her obligation to reimburse the Plan by any amount of CPP or WCB benefits, or both, which would have reduced the amount of Benefit payable under this Plan if the amount of the CPP and WCB benefits had been known when Benefits were first paid under this Plan. Any such amount due and owing shall be payable by the Employee in a lump sum.

8.06 Reductions from Benefits Exception – Other Pre-Disability Employment.

- (1) For the purposes of this Article, with respect to Other Pre-Disability Employment:
 - (a) pre-disability income from such employment shall be the average of the six months immediately preceding the date of Total Disability, or the pro-rated amount for such lesser period of employment; and
 - (b) excess income shall be the amount by which ongoing income from such employment exceeds pre-disability income levels from the same employment.
- (2) If an Employee was engaged in Other Pre-Disability Employment and continues such employment while in receipt of Benefits, the income received from such employment will not reduce Benefits pursuant to Article 8.04(1) or be considered in the calculation of the all-source maximum described in Article 8.04(2) except as provided herein:
 - (a) if income from such continuing employment exceeds pre-disability income from such employment, Article 8.04(1) is modified such that the Benefit amount will only be reduced by 50% of the excess income as determined herein; and
 - (b) only the excess income shall or be considered in the calculation of the all-source maximum pursuant to Article 8.04(2).
- (3) If an Employee is eligible for disability income benefits with respect to Other Pre-Disability Employment for the same or a subsequent disability, such benefits will not reduce Benefits under this Plan pursuant to Article 8.04(1) or be considered in the calculation of the all-source maximum described in Article 8.04(2) except as provided herein:
 - (a) if disability income benefits with respect to such employment are based on earnings that exceed pre-disability income from such employment, Article 8.04(1) is modified such that the Benefit amount will only be reduced by 50% of the excess benefit as determined herein; and

- (b) only the excess benefit shall be considered in the calculation of the all-source maximum pursuant to Article 8.04(2).

8.07 Reductions from Benefits Exception – Accumulated Sick Days.

An Employee who by reason of a collective agreement or a personnel policy with the Employer is entitled to accumulate in excess of 150 sick days immediately prior to his/her participation in the Plan, shall be entitled to “top-up” Benefits to his/her regular Salary. Such additional earnings shall not be used to reduce the Benefit amount payable pursuant to this Plan.

8.08 Reductions from Benefits Exception – Rehabilitation Program Income.

- (1) Participation in an approved rehabilitation program, pursuant to Article 11.04, will not disentitle an Employee from receiving Benefits, but the Benefit amount will be reduced by the equivalent of 50% of the earnings received from the rehabilitative employment.
- (2) In the event that rehabilitation earnings and the Employee's income from all sources as described in Article 8.04(2) together exceed 100% of the Employee's pre-disability Salary, Benefits will be reduced by such excess amount.
- (3) Employment which is not a rehabilitation program or which continues after a rehabilitation program ends must be approved by the Claims Adjudicator. If approved, earnings from such employment shall be treated as rehabilitation program income for the purposes of calculating Benefits payable.

8.09 Subrogation and Reimbursement.

- (1) In the event a third party is or may be responsible in whole or part for the Employee's Total Disability, the Trustees have and reserve rights of subrogation and reimbursement.
- (2) The Trustees' subrogation and reimbursement rights apply to any lump-sum or periodic payment the Employee receives or is entitled to receive from a third party for past lost income, future lost income, and diminution of earning capacity, regardless of whether or not the Employee has been fully indemnified (the “Compensation”).
- (3) The Trustees are subrogated to the Employee's rights of recovery of Compensation against the third party up to the amount of Benefits paid and payable, and reserve the right, on notice to the Employee, to begin an action against the third party in the Employee's name to pursue such rights.
- (4) In the absence of notice from the Trustees the Employee may advance his or her own claims against the third party, in which case the Employee must properly seek Compensation and:
 - (a) execute and return to the Trustees a subrogation and reimbursement notice acknowledging the Trustees' rights herein;
 - (b) cooperate fully with the Trustees towards preserving and advancing the Trustees' rights;
 - (c) disclose to the Trustees, on request, any documents or information calculating or allocating the Employee's damages or liability, including but

- not limited to demands, offers, counteroffers, mediation notes, briefs, and economic, actuarial or other expert reports;
- (d) provide the Trustees with regular updates of the status of the claims against the third party;
 - (e) obtain the Trustees' consent before agreeing to settle or release claims against the third party, and advise the third party of this requirement;
 - (f) ensure that any payment of or incorporating Compensation is made jointly to, or held in trust jointly for, the Employee and the Trustees pending resolution of the Trustees' entitlement hereunder; and
 - (g) reimburse Benefits paid by the Trustees up to the date Compensation is received from the third party.
- (5) If Compensation from the third party exceeds the amount of Benefits paid up to the date such Compensation is received, then unless the Trustees and Employee agree otherwise no further Benefits will be paid to the Employee until such time as the monthly Benefits that would otherwise be payable equal the amount by which the Employee's Compensation exceeds past Benefits.
- (6) If the Employee does not fully cooperate with the Trustees, or if a settlement cannot be broken down according to heads of damage (by agreement or otherwise) such that Compensation can be identified, the Employee may be deemed to have been fully compensated and all Benefits paid and payable completely offset. Any such determination by the Trustees is final and binding on the Employee for the purposes of calculating the amount of Benefits payable under this Plan.

ARTICLE 9 TERMINATION OF BENEFITS

- 9.01 Benefit Termination. The payment of Benefits under this Plan shall cease on the earliest of the following dates: the date the Employee is no longer qualified as Totally Disabled as it is defined under this Plan;
- (b) the date on which the Employee was requested by the Claims Adjudicator to provide medical documentation showing that the Employee continues to meet the definition of Total Disability, in accordance with Article 11.02(3), but neglected or refused to do so, as determined by the Claims Adjudicator;
 - (c) the date the Employee returns to work in any occupation for compensation or profit, except as provided under Article 11.04 or as otherwise approved by the Claims Adjudicator;
 - (d) the date the Employee fails to participate in a rehabilitation program that has been recommended or approved by the Claims Adjudicator, as determined by the Claims Adjudicator. This limitation shall apply notwithstanding any restriction(s) on an Employee's mobility or activities that may affect the Employee's ability to participate unless the restriction(s) are directly attributable to the Total Disability;
 - (e) the first day of the month following the date the Employee attains the Age Limit as defined in the Plan or retires;
 - (f) the date the Employee dies;
 - (g) the date the Plan terminates subject to the provisions of Article 14 relating to the termination of the Plan; and
 - (h) the date the Employee elects to accept an early or optional retirement benefit as provided under the NSAHO Pension Plan.

ARTICLE 10
EXCLUSIONS AND LIMITATIONS

10.01 General Provisions. No Benefit shall be payable:

- (a) for any period during which the Employee is not under the continuing care and following the treatment of a licensed physician and, if deemed appropriate by the Claims Adjudicator, a specialist for the condition which is causing the Total Disability;
- (b) for any period during which the Employee is not participating in a recognized therapeutic program if deemed appropriate by the Claims Adjudicator;
- (c) for any period during which the Employee fails to participate in a rehabilitation program that has been recommended or approved by the Claims Adjudicator. This limitation shall apply notwithstanding any restriction(s) on an Employee's mobility or activities that may affect the Employee's ability to participate unless the restriction(s) are directly attributable to the Total Disability;
- (d) during any Leave of Absence (including maternity / parental leave) as defined in the Article 2;
- (e) for a Total Disability commencing within the first 12 months of being covered by the Plan, initially or following a lapse in coverage pursuant to Article 6.06, if the disability is caused or contributed to by, or is a consequence of, illness or injury for which the Employee received medical care, treatment or services or took any prescribed medications at any time during the 90 day period prior to the date of becoming covered under the Plan, except as provided in Article 10.02.
- (f) for a Total Disability resulting from a declared war or act of war, or participation in a riot, except when the Employee is carrying out the duties of his/her occupation for the Employer at the time;
- (g) for a Total Disability resulting from the commission or attempted commission of an offence under the Criminal Code;
- (h) for a Total Disability which commences on or after the date a lay-off begins; and
- (i) for a Total Disability which commences on or after the date a strike or lockout begins, unless coverage has been continued under Article 6.08.

10.02 Existing Employee Exception.

An Existing Employee shall not be subject to the pre-existing limitation in Article 10.01(e) unless:

- (a) his/ her coverage under the Plan has lapsed for more than 24 months pursuant to Article 6.06; or
- (b) he/she was on a Leave of Absence that exceeded 24 months prior to becoming covered under the Plan pursuant to Article 4.05(2).

ARTICLE 11
CLAIMS

11.01 Notice of Claim.

- (1) Notice of Claim must be provided within seven months from the expiry of the Elimination Period.
- (2) Failure of an Employee to provide Notice of Claim within the prescribed time period limits the Trustees' liability for Benefits as provided for in Article 7.09.

11.02 Proof of Claim.

- (1) Proof of Claim must be submitted by the Employee to the Claims Adjudicator within 90 days of Notice of Claim or such longer period permitted by the Claims Adjudicator.
- (2) The Employee is solely responsible for any costs associated with such Proof of Claim, excluding costs associated with any independent medical or vocational assessments arranged by the Claims Adjudicator.
- (3) Following Benefits approval, subsequent Proof of Claim satisfactory to the Claims Adjudicator of continuing Total Disability must be submitted to the Claims Adjudicator within 90 days of any request.
- (4) In the event of Plan termination as outlined in Article 14, no payment will be made unless Notice of Claim and Proof of Claim is submitted by the Employee to the Claims Adjudicator within 90 days of the date of termination of the Plan.
- (5) The Proof of Claim timelines outlined in this Article 11, including assessment and Claim Review, may be extended or abridged at the discretion of the Claims Adjudicator on the written request of the Employee. Without limiting discretion, the Claims Adjudicator shall consider the evidence of appointments with specialists and the schedules of third parties on which the Proof of Claim depends.

11.03 Claims Assessments.

- (1) The Claims Adjudicator has the right to conduct necessary investigations relating to applications or claims under this Plan, including surveillance, and to obtain independent medical or vocational assessments, if required, including having the Employee examined by a physician designated by the Claims Adjudicator. A copy of a written independent medical or vocational report resulting from any medical or vocational assessment shall be provided to the Employee or the Employee's attending physician upon receipt by the Claims Adjudicator.
- (2) Within 30 days of receiving a copy of any written report described in Article 11.03(1) the Employee shall advise the Claims Adjudicator whether he/she will submit medical or other evidence in response thereto, in which case such evidence must be received by the Claims Adjudicator within an additional 30 days.

11.04 Rehabilitation Program.

- (1) The Claims Adjudicator may at any time, on 30 days notice to the Totally Disabled Employee and the Employee's attending physician or treating specialist, require the Employee to participate in a rehabilitation program. The Employee's participation in the rehabilitation program is mandatory. If the Employee does not either participate in the rehabilitation program or provide a written report from his/her attending physician or treating specialist, within 90 days, objecting to the program and providing a reasoned clinical basis for the objection, Benefits under this Plan may be terminated or suspended by the Claims Adjudicator.
- (2) Rehabilitation may consist of any combination of the following:
 - (a) employment on a part-time or reduced-time basis;
 - (b) a formal educational training program; and
 - (c) any other arrangement considered appropriate by the Claims Adjudicator.
- (3) The approved rehabilitation program shall not exceed two years in duration, unless the Trustees approve an extended rehabilitation program recommended by the Claims Adjudicator.

11.05 Claim Decision.

- (1) The Claims Adjudicator shall notify the Employee in writing of a Claim Decision and if the decision is to deny or terminate his/her claim, shall include the basis for the decision and notification of the Employee's claims review and appeal options.
- (2) An Employee whose claim for Benefits under this Plan has been denied or terminated may:
 - (a) accept the Claim Decision
 - (b) make a request for a Claim Review pursuant to Article 11.06; or
 - (c) request an appeal of the Claims Decision by filing a Notice of Appeal pursuant to Article 13.

11.06 Claim Review.

- (1) An Employee whose claim for Benefits has been denied or terminated and who alleges the denial or termination of his/her Benefits was based on:
 - (a) an incomplete or erroneous medical assessment; or
 - (b) an erroneous interpretation or application of the Plan text, may file a request for a Claim Review.
- (2) The Employee must set out the grounds on which the Claim Review is requested and file the request with the Claims Adjudicator within 30 days of the Claim Decision or within 30 days following the date Benefits terminate, whichever is later. For this purpose, the Employee is deemed to have received the notice of denial or termination on the fifth business day following the date of mailing.
- (3) The Employee may make a maximum of two submissions of new information (such as medical reports and job information) intended to support the Claim Review.

- (4) The onus is on the Employee to submit to the Claims Adjudicator all relevant information intended to support the Claim Review and such information shall relate to the basis of the claim for Benefits. All such information must be submitted by the Employee within 30 days of filing the Claim Review request.
- (5) Within 30 days after the expiration of the time period set out in Article 11.06(4) or such extension of the time period for submitting information, the Claims Adjudicator shall review all information submitted in support of the claim.
- (6) The Employee shall be notified in writing of the Claim Review Decision within 14 days thereafter. The Claim Review Decision shall not be open for further review by the Claims Adjudicator; however, the Employee may appeal the Claim Review Decision by filing a Notice of Appeal pursuant to Article 12.

ARTICLE 12 DISPUTE RESOLUTION

12.01 Exclusive Jurisdiction for Resolution of all Disputes.

- (1) All appeals, claims or any other matters or applications of any kind in respect of a Claim Decision, a Claim Review Decision, and any claim or dispute with respect to any entitlement or benefit under this Plan shall be exclusively resolved in accordance with the provisions of this Plan, and, more particularly, for any Claim Decision or Claim Review Decision, in accordance with this Article 12.
- (2) Except as modified by this Plan, the provisions of the CAA shall govern any Appeal, and this Article 12 shall constitute an arbitration agreement for purposes of the CAA.
- (3) Pursuant to Article 12.01(2) and section 4(1)(a) of the CAA, section 54 of the CAA does not apply to this Article 12.
- (4) The purpose of this Article 12 is for the just, speedy and inexpensive resolution of each Appeal through a mediation process followed, if necessary, by arbitration, both to be conducted in accordance with this Article 12.
- (5) Any Award of the Dispute Resolution Authority in respect of all matters in issue shall be final and binding upon the Parties, and not subject to further appeal or review.

12.02 Dispute Resolution Authority.

- (1) The Trustees shall appoint one or more Dispute Resolution Authorities to conduct Appeals.
- (2) Each Dispute Resolution Authority is fully independent of the Trustees, appointed for a fixed term, and may only be dismissed for just cause.
- (3) In undertaking the duties described in this Article 12, the Dispute Resolution Authority shall have the same immunity from liability as a judge of the Supreme Court of Nova Scotia.
- (4) Subject to this Article 12, the Dispute Resolution Authority shall determine the procedures for each Appeal, consistent with Article 12.01(4).

- (5) The Dispute Resolution Authority shall not have the authority to amend any provisions of this Plan, other than as set out in Article 12.01(5).
- (6) Despite any other provision of this Article 12, the Dispute Resolution Authority has the ability to extend any timeline or waive any procedural requirement where warranted and in the interests of fairness, including the ability to extend the deadline for filing a Notice of Appeal.
- (7) The Trustees shall provide the Dispute Resolution Authority with such reasonable administrative assistance as the Dispute Resolution Authority may require.
- (8) Upon the failure of a Party, without reasonable excuse, to comply with any timeline, procedural requirement, or to appear at the Preliminary Matters Meeting, the Mediation or the Arbitration, the Dispute Resolution Authority may proceed in the absences of a Party, and may issue an Award dismissing or allowing the Appeal, as the case may be.

12.03 Medical Board and Other Consultants.

- (1) The Medical Board is comprised of one or more medical practitioners appointed by the Trustees.
- (2) Where the medical or other expertise of the Medical Board will assist in the resolution of the Appeal, and at the request of the Dispute Resolution Authority, the Medical Board will act as a resource and advisor for the Dispute Resolution Authority.
- (3) In addition to engaging the Medical Board, the Dispute Resolution Authority shall have the authority to retain other external medical or other consultants, and, where recommended by the Medical Board or the Trustees, may require the Employee to submit to an independent medical examination by a recommended medical practitioner.
- (4) Any advice or report by the Medical Board or any other consultant to the Dispute Resolution Authority must be in writing, will form part of the Record, will be disclosed to the Parties forthwith, and the Parties will have fair opportunity to respond to any such advice or report before any Award.

12.04 Initiation of Appeal.

- (1) The Employee may initiate an Appeal of the Claim Decision or Claim Review Decision by filing a written notice with the Trustees (the "**Notice of Appeal**") within sixty (60) days of the date of the Claim Decision or subsequent Claim Review Decision.
- (2) The Notice of Appeal shall set out:
 - (a) the pertinent facts relating to the dispute; and
 - (b) a clear statement of the action or relief sought by the Employee.
- (3) Upon receipt of a Notice of Appeal, the Trustees shall:

- (a) designate the Dispute Resolution Authority who shall hear this Appeal, by providing a copy of the Notice of Appeal to the Dispute Resolution Authority;
- (b) initiate preparation of the Record and provide a copy of the Record to the Employee and the Dispute Resolution Authority upon completion;

12.05 Preliminary Matters Meeting.

- (1) Upon designation for an Appeal, the Dispute Resolution Authority shall confirm to the Parties whether they are independent of the Parties or otherwise in a conflict of interest related to the Appeal.
- (2) The Dispute Resolution Authority shall organize an initial case management conference to be held within 30 days of the filing of the Notice of Appeal. The agenda of the case management conference shall consider:
 - (a) Any preliminary objections to jurisdiction;
 - (b) Timing for the delivery of the Record to the Employee and the Dispute Resolution Authority;
 - (c) Location and scheduling of the Mediation and the Arbitration, and
 - (d) Such other matters as the Dispute Resolution Authority considers appropriate.

12.06 Mediation.

- (1) Within 60 days of the filing of the Notice of Appeal, the Dispute Resolution Authority shall facilitate the Mediation between the Parties as an initial step to resolve the Appeal.
- (2) The Dispute Resolution Authority will receive relevant information while acting as Mediator during private caucuses and otherwise and these activities will not impair the Dispute Resolution Authority's ability, status or jurisdiction to decide as arbitrator if the dispute is not settled at Mediation.
- (3) The information provided during the Mediation shall not, without further proof, be taken as evidence for the Arbitration unless agreed to by the Parties.
- (4) Upon the Parties reaching a settlement of all issues (the "Settlement"), the Settlement shall be reduced to writing, shall be final and binding upon the Parties, and shall be considered to be an Award.
- (5) The Mediation will terminate if the Parties reach a Settlement, or if the Dispute Resolution Authority determines that the Mediation should be terminated.
- (6) Upon the agreement of the Parties, the Dispute Resolution Authority may provide their recommendations as to settlement in writing, which recommendations, when issued, shall constitute a Settlement and an Award.
- (7) The Mediation shall be held in private and no persons except the Parties, the legal representatives of the Parties and any other persons as determined by the Dispute Resolution Authority may be present without the consent of the Parties or the Dispute Resolution Authority.

- (8) The Parties agree that all Mediation proceedings shall be kept strictly confidential.

12.07 Arbitration.

- (1) In the absence of a Settlement, the Dispute Resolution Authority shall have discretion to proceed directly to Arbitration or to postpone Arbitration and convene a preliminary meeting with the Parties within thirty (30) days of the termination of the Mediation to:
 - (a) determine the matters, if any, agreed to by the Parties and the remaining issues in dispute;
 - (b) Settle the length, dates and location of the hearing;
 - (c) Such other matters as the Dispute Resolution Authority considers appropriate.
- (2) The Arbitration shall be held within 120 days of the filing of the Notice of Appeal.
- (3) At the Arbitration:
 - (a) In addition to the Record, in advance of the Arbitration, each Party shall provide to the other a list of all documents intended to be filed with the Dispute Resolution Authority at the Arbitration, together with a copy of everything so listed and nothing in writing shall be accepted in evidence at the hearing unless it has been so listed and a copy provided to the opposite party in advance of the Arbitration.
 - (b) The Parties shall submit their evidence to the Dispute Resolution Authority solely in writing.
 - (c) The Dispute Resolution Authority may order such further and other production as the Dispute Resolution Authority sees fit.
 - (d) The Arbitration, including the hearing, shall be held in private and no persons except the Parties, the legal representatives of the Parties and any other persons as determined by the Dispute Resolution Authority may be present without the consent of the Parties or the Dispute Resolution Authority.
 - (e) The Parties agree that all Arbitration proceedings shall be kept strictly confidential.
- (4) The Dispute Resolution Authority shall decide the matters in issue in accordance with and subject to the provisions of the Plan, and shall issue an Award to the Parties providing reasons in writing.
- (5) The Dispute Resolution Authority shall provide the Award to the Parties within one hundred and fifty (150) days of the filing of the Notice of Appeal.

12.08 General.

- (1) The costs of the Dispute Resolution Authority and the Medical Board shall be borne by the Trustees.
- (2) The Parties shall bear their own legal costs and disbursements related to the Appeal, unless otherwise determined by the Dispute Resolution Authority.

- (3) The Trustees are authorized to commence, settle and defend any Appeal and to enter into voluntary settlement agreements with respect to any debt, account or claim against the Plan.
- (4) Both the Trustees and the Employee have the right to legal counsel and/or a representative at each stage of the Appeal.

ARTICLE 13 GENERAL PROVISIONS

13.01 Data Required.

- (1) The Employer shall provide the Trustees or their designated agents, or the Claims Adjudicator with all the information required in order to administer coverage and Benefit payments for Employees, and to determine contributions.
- (2) The records with respect to coverage under this Plan shall be maintained by the Employer. The records must be sufficient to establish the coverage status of each Employee covered by this Plan.
- (3) All records of the Employer which have a bearing on this Plan shall be open to inspection by the Trustees or their designated agents at all reasonable times.

13.02 Clerical Error.

- (1) Clerical or mechanical errors made by the Employer, the Trustees, NSAHO or the Claims Adjudicator will not invalidate coverage otherwise validly in force, nor will it continue coverage otherwise validly terminated under the terms of this Plan. Such errors shall not prejudice the rights of NSAHO, the Trustees or of any person having a beneficial interest in the Plan.
- (2) The Trustees will adjust coverage in force for a clerical error or a misstatement of age, and the amount of any Benefit will be that amount which would have applied had there been no such error.
- (3) The payment of contributions will not validate coverage under the Plan that has otherwise terminated.

13.03 Privacy and Consent.

The Trustees and their designated agents will comply with all relevant legislation protecting personal information. Any person claiming rights under the Plan must give the Trustees or their designated agents all necessary information and authorization needed for underwriting, administration and paying claims.

13.04 Contract.

- (1) This Plan Text, the NSAHO LTD Plan Trust Agreement, participation agreements, application forms and Evidence of Insurability forms shall constitute the entire contract.
- (2) This agreement shall be construed and enforced according to the laws of the Province of Nova Scotia.

- (3) Failure to insist upon compliance with any provision at any given time shall not be construed to waive or modify such provision or render it unenforceable as to any other time or occurrence in which circumstances are similar.
- (4) If any provision of this Plan is in conflict with the minimum requirements of the applicable law, including the requirements for the Trust Fund to qualify as an Employee Life and Health Trust for the purposes of the Income Tax Act (Canada), the provision shall be deemed amended to conform with the minimum requirements of the law.
- (5) The headings of Articles in this Plan Text are for reference only and are not contractual terms.

13.05 Amendments.

- (1) The Plan may be amended on the recommendation of the Trustees by the Board of Directors as provided for in the NSAO by-laws.
- (2) All such amendments shall be binding on the Trustees, and on every Employer and on every Employee.
- (3) Substantive amendments to this Plan shall be effective as stipulated in the amendment and unless otherwise indicated, shall apply to all Employees whose date of Total Disability is later than the effective date. Procedural amendments to the Plan text or changes to Plan guidelines shall apply to all claims, both existing and future.
- (4) No such amendment shall adversely affect the right of a Totally Disabled Employee to receive Benefits on an equal basis to the Plan provisions that existed at the date such Employee became Totally Disabled, subject always to the provision of Article 14 respecting termination of the Plan.
- (5) Notwithstanding the foregoing, this Plan may be amended retroactively if necessary to qualify and maintain the Trust Fund as an Employee Life and Health Trust for the purposes of the Income Tax Act (Canada), even if such amendment affects the interests of Employees under the Plan.

13.06 Employee Communication.

- (1) The Employer must inform all Employees of their rights and obligations under the Plan.
- (2) The Employer must provide the required forms to an Employee so that he/she may exercise the rights conferred in this Plan.
- (3) The Trustees or their designated agents will issue or otherwise make available a booklet or other summary document to the Employer outlining the essential features of the Plan. If the Employer or its authorized representative produces any other policy documents for distribution to employees, a draft must be submitted to the Trustees or their designated agents for written approval before the document is distributed. The Trustees or their designated agents shall have the final decision-making authority concerning the content of such document.

- (4) Whether the booklet or summary document is issued by the Trustees or their designated agents or the Employer or its authorized representative, the Employer must provide a copy to each Employee.
- (5) The Employer acknowledges and agrees that any policy document it issues to its employees concerning the Plan is for information purposes only. It does not constitute a contractual document. In any circumstance where the wording of any policy document issued in relation to this Plan contains information that differs from the contents of this Plan Text, then the terms of this Plan Text shall prevail.

13.07 Guidelines.

The Trustees or their designated agents are authorized to establish Plan guidelines for the proper administration of the Plan.

13.08 General.

- (1) In the absence of fraud, no statement relating to Evidence of Insurability may be used to contest the validity of the portion of coverage to which it applies after it has been in force for a period of two years during the Employee's lifetime.
- (2) No assignment of any rights or Benefits under the Plan is permitted.
- (3) All notices required in this Plan Text must be in writing.
- (4) All money payable to or by the Plan shall be in Canadian currency.
- (5) An Employer shall not be considered to be the agent of the Trustees for any purpose under this Plan.

ARTICLE 14
PLAN TERMINATION

14.01 No Employer shall be entitled to withdraw from the Plan or terminate its participation in the Plan except in the event of a termination of the Plan in accordance with the terms of this Article.

14.02 The Plan may be terminated at any time and from time to time as outlined in Article 7.02 of the NSAHO LTD Plan Trust Agreement or as outlined below:

- (1) upon the affirmative vote of not less than 66 2/3% of the Employers representing not less than 75% of the Employees participating in the Plan, at a meeting of Employers duly convened and held upon not less than 30 days' written notice to be provided to each Employer by the LTD Trustees; or
- (2) upon the affirmative vote of 75% of Employees conducted by mail-in ballot in such a manner as shall be determined by the Trustees. The Trustees shall be required to conduct such a vote of Employees on receipt of a petition to do so which has been signed by not fewer than 5% of Employees. If a vote is conducted and fewer than 75% of Employees vote to terminate the Plan no further vote shall be conducted for a period of 12 months.

In the event of such termination of the Plan, the Plan is to be terminated within 30 days of the date thereof and the Trust Fund is to be disposed of by the Trustees in accordance with the terms and conditions as outlined below.

- 14.03 In the event the Plan is terminated, as outlined above or as outlined in the NSAHO LTD Plan Trust Agreement, Article 7.02, all contributions shall cease. All contributions required up to the date of termination of the Plan shall be made in accordance with the terms of the Plan.
- 14.04 Benefits shall cease and the Trust Fund will be distributed in the manner determined by mutual agreement of the Board of Directors and the Trustees. In no event will the Trust Fund be distributed other than to:
- (a) Each remaining Employee who is covered under the Plan (other than a Key Employee or an individual who is related to a Key Employee) on a *pro rata* basis;
 - (b) Another employee life and health trust; or
 - (c) After the death of the last Employee, Her Majesty in right of Canada or a province.