

410 emp.

SOURCE	N.S. Govt		
EFF.	85	12	83
TERM.	88	12	17
No. OF EMPLOYEES	410		
NOMBRE D'EMPLOYÉS	410		

MEMORANDUM OF AGREEMENT

between the

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF NOVA SCOTIA REPRESENTED IN THIS BEHALF BY THE CIVIL SERVICE COMMISSION

(hereinafter referred to as the "Employer")

and the

NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

(hereinafter referred to as the "Union")

RE: Education Classification and Pay Plan - EDA/EDB

The parties to this Memorandum hereby agree to the following terms and conditions which shall be attached to and form part of the existing Agreement between the parties entered into on behalf of the Education Classification & Pay Plan - EDA/EDB bargaining unit and that the existing Agreement shall be amended as specified herein:

Rates of Pay

The parties agree that the rates of pay shall be determined by an Arbitration Board pursuant to the provisions of the Civil Service Collective Bargaining Act, unless the parties otherwise mutually agree prior to the scheduled date of Arbitration.

Term of Agreement

The term of the Agreement is amended to be in effect from December 22, 1985 to December 17, 1988.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

The existing Article 1.02(b) is amended to read as follows:

- (b) (1) Notwithstanding Article 1.02(a), except as otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who does not receive salary for eight (8) days or less during that calendar month.
- (2) Notwithstanding Article 1.02(a), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive salary for in excess of eight (8) days during that calendar month.
- (3) For the purposes of Article 1.02(b)(1) and 1.02(b)(2), service related benefits are vacation, sick leave and Public Service Awards.

ARTICLE 9 - INFORMATION

The existing Article 9.04 is amended to read as follows:

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- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to his/her position. The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of five years.
- (b) All position descriptions shall be signed by the Civil Service Commission and copies shall be forwarded to the Union.

ARTICLE 10 - APPOINTMENT

The existing Article 10.06 is amended to read as follows:

- (a) The Employer may change the status of an employee appointed under the provisions of Article 10.04 to probationary, permanent or temporary.
- (b) If the term appointment exceeds two (2) years, or the initial term appointment is renewed resulting in total combined periods of more than two (2) consecutive years, the incumbent term employee so affected shall have his/her status changed to that of permanent employee upon the completion of the two (2) years' service. For the purposes of this Article "service" is calculated from the date of last appointment to the Civil Service.

The existing Article 10.11 is amended to read as follows:

A person who is employed on a casual basis by the Employer and/or its Departments, Boards, Commissions or Agencies (as outlined in Appendix 4 of the Agreement) in a position title and classification included in the bargaining unit, shall, upon obtaining one (1) year's full-time continuous service from his/her date of last appointment, be appointed to the Civil Service as a permanent employee pursuant to the provisions of the Civil Service Act and shall become a member of the bargaining unit, save and except such persons who are excluded pursuant to Section 11 of the Civil Service Collective Bargaining Act and such persons who are represented by any other bargaining agent. For the purpose of this provision, "full-time" employment shall be determined on the basis of the equivalent to the hours of work established for full-time employees under the terms of this Agreement.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

The existing Article 13.05 is amended to read as follows:

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

ARTICLE 14 - HOURS OF WORK

The existing Article 14.03 is amended by adding the following new clause:

"Except in the case of (g) above, an employee who is required to perform duties pursuant to Article 14.03 shall receive a minimum of two (2) weeks' notice of such requirement."

ARTICLE 17 - VACATIONS

The existing Article 17.01 is amended to read as follows:

An employee shall be entitled to receive annual vacation leave with pay:

- (a) each year during his/her first one hundred and eight (108) months of service at the rate of one and one-quarter (1¼) days for each month of service; and
- (b) each year after one hundred and eight (108) months of service at the rate of one and two-thirds (1-2/3) days for each month of service; and
- (c) each year after two hundred and four (204) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service.

The existing Article 17.05(a) is amended to read as follows:

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Deputy Head or delegatec official in writing of his/her vacation preference as soon as possible for the following vacation year but before March 15th in each year. The Deputy Head will responc in writing by April 15th indicating whether or not the employee's vacation request is authorized.

The existing Article 17.08 is amended by adding the following new clause:

- (b) An employee schedulec to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

ARTICLE 19 - SPECIAL LEAVE

The existing Article 19.02 is amended by adding the following new clause:

- (e) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

The existing Article 19.06 is amended to read as follows:

- (a) Current language of existing Article 19.06(a).
- (b) The Employer shall, at any time from a date eleven (11) weeks before the specified date of delivery to the date of actual delivery, upon request of a pregnant employee made through the Deputy Head and receipt of a certificate by a legally qualified medical practitioner, stating that the employee is pregnant and specifying the date upon which delivery will occur in his/her opinion, grant to the employee a leave of absence without pay:
 - (1) of six (6) months; or
 - (2) to a date of seven (7) weeks after the date of actual delivery; or
 - (3) for any shorter periodat the option of the employee, except that an employee shall not work and the Deputy Head shall not cause or permit the employee to work for at least seven weeks after the date of delivery or for a shorter period that, in the written opinion of a legally qualified medical practitioner, is sufficient.
- (c) Where an employee reports for work upon the expiration of the period referred to in Article 19.06(b), the employee shall resume work in the same position she held prior to the commencement of the maternity leave, with no loss of seniority or benefits accrued to the commencement of the maternity leave.
- (d) While an employee is on maternity leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of maternity leave.
- (e) While on maternity leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during maternity leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which maternity leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the maternity leave granted under Article 19.06(b).
- (f) Current language of existing Article 19.06(e).

Current language of existing Article 19.06(f).

The existing Article 19.11 is amended to read as follows:

The Employer shall, upon request of an employee and receipt of a certificate from the Administrator of Family and Child Welfare stating that the said employee has filed a notice of proposed adoption under the Adoption Act of a child five (5) years of age or younger grant the employee a leave of absence without pay for a period not to exceed six (6) months. If both adoptive parents are eligible for such leave under a Civil Service collective agreement between the Union and the Employer, the provisions of this Article shall only be available to one (1) of those employees.

The following new Article is added:

- 19.15 Notwithstanding and in addition to any other leave entitlements and benefits an employee may be entitled to under Articles 15, 19.10, and/or 19.14, the following provisions shall also apply:
- (a) The Employer agrees to be consistent in its application and administration of the Education Leave Policy pursuant to Section 4, Chapter 10 of Manual 500 Personnel Management.
 - (b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
 - (c) Leaves of absence for education purposes shall not be unreasonably denied.

The following new Article is added:

- 19.16 Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.

ARTICLE 21 - SAFETY AND HEALTH

The following new Articles are added:

- 21.02 The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1985, c.3.
- 21.03 (a) ~~The~~ Employer agrees to the establishment of a Joint Health and Safety Master Committee comprised of equal representation of the Union and the Employer..
- (b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union **and** Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
 - (c) ~~The~~ Joint Committee's responsibilities will include:
 - (1) to facilitate the establishment and proper functioning of the local committees provided for in the Occupational Health and Safety Act; and
 - (2) to determine the size and jurisdiction of local committees, having regard to the number of employees in the workplace and the Employer's ~~departmental~~ organizational structure; and
 - (3) to review reports on matters referred by local committees and, where required, to make recommendations to the bargaining principals regarding occupational health and safety matters; and

- (4) such other responsibilities provided in this Agreement, or as required by the Occupational Health and Safety Act, or as the bargaining principals may from time to time assign to the Committee.

The existing Articles 21.02, 21.03 and 21.04 are renumbered accordingly.

ARTICLE 22 - SICK LEAVE

The existing Articles 22.01 and 22.02 are deleted in their entirety and replaced by the following:

22.01 General Illness Leave Benefit

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period not exceeding three (3) consecutive work days, he/she may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

22.02 (a) An employee who is unable to perform his/her duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, he/she may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:

- (1) for employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;
- (2) for employees with one (1) year but less than two (2) years' service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;
- (3) for employees with two (2) years' service but less than three (3) years' service, at 100% of normal salary for the first sixty (60) days of absence and thereafter at 75% of normal salary for the next forty (40) days of absence;
- (4) for employees with three (3) years' service but less than four (4) years' service, at 100% of normal salary for the first eighty (80) days of absence and thereafter at 75% of normal salary for the next twenty (20) days of absence;
- (5) for employees with four (4) or more years' service, at 100% of normal salary for a maximum of one hundred (100) days of absence.

- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 22.02(a) applicable' during the year in which the short-term illness commenced.

22.03 (a) An employee who returns to work after a period of short-term illness leave and within fifteen (15) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 22.02(a).

- (b) An employee who returns to work after a period of short-term illness leave and after working fifteen (15) or more consecutive work days, again becomes

unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.

- (c) An employee who returns to work after a period of short-term illness leave and within fifteen (15) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
 - (d) The provisions of Article 22.03(c) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short-term leave period as defined in Article 22.02(a).
- 22.04 General illness leave and short-term illness leave benefits will not be paid when an employee is:
- (a) receiving designated paid holiday pay;
 - (b) on suspension without pay;
 - (c) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 13 of the Agreement or in the case of circumstances covered under Article 22.05.
- 22.05 (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, he/she shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work he/she shall be covered by the provisions of Article 37.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 22 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.
 - (c) The continuation of benefits payable pursuant to Article 22.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.
- 22.06 Employees shall be covered for long-term disability in accordance with the provisions of the Memorandum of Agreement signed by the parties on August 1, 1985 and forming part of this Agreement (see Appendix 2). The agreed upon terms and conditions of the Long-Term Disability Plan shall be subject to negotiations between the parties in accordance with the provisions of the Collective Agreement.
- 22.07 For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Agreement, any employee on illness leave under Article 22 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

The existing Articles 22.03 to 22.08 inclusive are renumbered accordingly.

ARTICLE 26 - GRIEVANCE PROCEDURE

The existing Article 26.05 is amended to read as follows:

Where an employee has presented a grievance up to and including the final level of the grievance procedure with respect to the application and interpretation of the provisions of this collective agreement and the grievance has not been dealt with to his/her satisfaction, the employee(s) may refer the grievance to Adjudication under Article 27.

ARTICLE 32 - GROUP INSURANCE

The existing Article 32 is amended by adding the following:

The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement. (attached to the formal signing document only)

ARTICLE 34 - PAY PROVISIONS

The existing Article 34.12(a) is amended to read as follows:

- (a) Where an employee is designated to perform, for a temporary period of five (5) or more consecutive days, the principal duties of a higher position, he/she shall receive payment of acting pay, including the five (5) days, equivalent to 10% higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

ARTICLE 37 - LAYOFF AND RECALL

The existing Article 37.05 is amended by adding the following:

"Certain position titles which are interchangeable for the purpose of layoff are listed in Appendix _____

ARTICLE 40 - TERM OF AGREEMENT

The following new Article is added:

- 40.03 Employees who have left their employment in the bargaining unit between December 21, 1985 and the signing date of this Agreement, shall be entitled to full retroactivity of any salary increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that he/she has sixty (60) calendar days in which to claim any retroactive payment.

CLASSIFICATION AND RECLASSIFICATION

The following new Article is added:

- .01 (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days' written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a Single Adjudicator, established in accordance with Section 35 of the Civil Service Collective Bargaining Act, who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the adjudicator but, in any event, not earlier than the date of implementation of the classification.
- .02 An employee shall have the right to appeal the classification of the position he/she occupies. Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under Article 26 of the Agreement. The provisions of Articles 13.06 and 13.07 shall apply in respect to the appeal procedures set out in this Article.
- (a) If an employee believes that the position he/she occupies is improperly classified, he/she will discuss the classification with his/her immediate supervisor.
- (b) The Deputy Head or delegated official shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If there is a dispute between the supervisor and the employee concerning the classification of the position the employee occupies, or if the employee

believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Deputy Head of his/her Department. The Deputy Head shall respond in writing to the employee within fifteen (15) days of the receipt of such appeal.

- (d) If there remains a dispute respecting the classification, the employee may submit the appeal to the Civil Service Commission. Within sixty (60) days of the date of the submission, the Civil Service Commission shall review the appeal and respond in writing with an explanation of its decision.
 - (e) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the Classification Appeal Tribunal who shall make a final and binding decision in accordance with the procedures set out in this Article.
 - (f) **An** employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the Tribunal.
 - (g) The time limits referred to in this Article will only apply to disputes arising subsequent to the date of signing of this Agreement, and may be extended by mutual agreement.
 - (h) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Deputy Head of the employee's written appeal submitted pursuant to .02(c).
- .03
- (a) A Classification Appeal Tribunal shall be established to make final and binding decision on a dispute concerning the classification of the position an employee occupies.
 - (b) The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Civil Service Commission, and one member shall be nominated by the Union. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson within thirty (30) days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson, the chairperson shall be appointed by the Civil Service Employee Relations Board.
 - (c) ~~The~~ members of the Tribunal shall be appointed for a term of office not exceeding five (5) years. Upon expiration of a member's term of office he/she may be re-appointed for a term not exceeding five (5) years. ~~The~~ re-appointment of a member or the appointment of his/her successor shall be in accordance with the provisions set out in .03(b) above.
 - (d) Notwithstanding the provisions of .03(c), the chairperson of the Tribunal shall be replaced at the request of either party and any other member of the Tribunal shall be replaced at the request of the party nominating that member. Such replacement shall be made in accordance with the provisions of .03(b).
 - (e) ~~The~~ members of the Tribunal shall be paid remuneration as may be fixed by the Governor in Council, and actual and reasonable expenses as may be incurred by them in the discharge of their duties.
 - (f) The Tribunal shall, within thirty (30) days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
 - (g) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification system.
 - (h) ~~The~~ Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary and such other powers conferred upon an arbitrator under the provisions of the Arbitration Act.

- (i) The Tribunal shall not:
 - (1) alter any position descriptions and/or classification standards determined by the Employer;
 - (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee;
 - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position.
- (j) A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.
- (k) The Tribunal shall render its decision on a dispute under this Article within sixty (60) days of the matter being submitted to it, or at such later time as may be mutually agreed by the parties.
- (l) The Tribunal shall communicate its decision and reasons therefor in respect to the appeal in writing to the employee, the Employer and the Union.
- (m) The decision of the Tribunal is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the Tribunal.

APPENDIX - LONG-TERM DISABILITY PLAN

The following Appendix is added to the Agreement:

- 1. In this plan,
 - (a) "administrator" means the Plan Administrator appointed by the Trustees to administer the plan;
 - (b) "amount of coverage" means an employee's bi-weekly benefit expressed as a percentage of normal salary;
 - (c) "disability" means the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her position during the applicable elimination period and the next 36 months of any period of disability. Thereafter, an employee remains totally disabled if he/she is unable by reason of education, training or experience to perform the duties of another available position with his/her present employer for which the rate of pay is not less than 80% of the current rate of the position, class, and step he/she held prior to disability;
 - (d) "elimination period" means 100 consecutive work days of short-term illness leave or 100 days of short-term illness due to the same or related causes, as defined in Article 22 of the applicable collective agreement;
 - (e) "normal salary" means an employee's regular bi-weekly salary including any educational premium or unit premium received by the employee;
 - (f) "plan" means the Nova Scotia Public Service Long-Term Disability Plan;
 - (g) "pre-disability salary" means the normal salary an employee is receiving or is entitled to receive on the last day of the elimination period;
 - (h) "regular duties" means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
 - (i) "rehabilitation employment program" means a program for re-employment of a disabled employee;
 - (j) "service" has the same meaning as defined in the applicable collective agreement;

- (k) "Trustee" means a member of the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan.
2. In this plan,
- (1) words importing male persons include female persons and corporations;
 - (2) words in the singular include the plural, and words in the plural include the singular.
3. This plan applies to;
- (1) employees as defined in Section 2(g) of the Civil Service Collective Bargaining Act;
 - (2) groups or persons as outlined in Schedule "A" of the Trust Agreement.
 - (3) any other group or person as may be determined by the Board of Trustees and enumerated in Schedule "B" of the Trust Agreement.
- 4.
- (1) Participation in the Plan shall be a condition of employment.
 - (2) An employee shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. Those who are employees on the signing date of the agreement are deemed to have completed the waiting period by that date.
- 5.
- (1) The Plan will be funded from:
 - (a) the monies in the Premium Stabilization Fund on the signing date of the agreement;
 - (b) any future premium, reductions from the Unemployment Insurance Commission and refunds from Group Life Insurance Premiums; in respect of employees participating in the Plan.
 - (c) income accruing to the Fund;
 - (d) contributions to the Fund by employees, defined in Section 3(1), which will be shared equally with the employee and the employer each contributing 0.2% of the employee's normal salary;
 - (e) contributions in respect of persons entering the plan under Section 3(2) and 3(3), with such rates of contribution being determined by the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan;
 - (2)
 - (a) Funds referred to in Section 5, subsection 1(b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties;
 - (b) Employee contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under this Plan.
- 6.
- (1) When the Administrator has ruled that **an** employee is not eligible for benefits hereunder, the employee **can** appeal the decision through the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan, who will be responsible to schedule a medical appeal hearing in accordance with the Letter of Understanding #6 attached hereto.
 - (2) The decision resulting from the appeal hearing shall be final and not subject to further review.
- 7.
- (1) Subject to subsection (6), when illness or injury results in the disability of **an** employee, the employee shall be eligible for benefits from the first day following the elimination period.
 - (2) Benefits authorized pursuant to subsection (1) may be continued for not more than the maximum benefit period as stated in Section 8(7) during any one period.

of disability (and benefits shall cease at the cessation of the disability as determined by the administrator).

- (3) If the administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program he/she shall receive benefits **as** provided in Section 8(5).
 - (4) While an employee is on rehabilitation employment, he/she is considered to be on active Long-Term Disability benefits. Rehabilitation employment consists of:
 - (a) employment at the employee's regular duties on a part-time basis, or;
 - (b) employment at some other employment that provides monthly earnings less than the employee's pre-disability salary, or;
 - (c) a formal educational training program.
 - (5) If there has been a return to work, successive periods of disability of **an** employee shall be considered as occurring in the same period of disability, unless;
 - (a) the later disability is for causes unrelated to the prior disability, or;
 - (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for thirty (30) consecutive work days or more before the related disability recurred.
 - (6) No benefits shall be payable under the Plan because of;
 - (a) disability suffered in the course of voluntarily participating in the commission of a crime;
 - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
 - (c) intentional self-inflicted disability, or attempted self-destruction;
 - (d) disability due to alcoholism or drug addiction, except where the employee is participating in a recognized therapeutic program to correct his/her addiction and is under the continuous care of a licensed physician;
 - (e) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;
 - (f) Pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective or as prescribed by the applicable provincial statute;
 - (g) disability which occurred at work and is deemed to be a fully Compensable injury by the Workers' Compensation Board;
 - (h) disability due to illness or injury which occurred after the employee was placed on layoff status.
 - (i) an employee shall not be entitled to long-term disability benefits from this Plan if his/her disability resulted from illness or injury with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he **has** not been absent from work due to the aforementioned illness or injury.
8. (1) (a) The bi-weekly benefit for **an** employee covered by this agreement shall be 70% of his/her pre-disability salary to a maximum benefit of \$2,000.00 bi-weekly;
- (b) Where **an** employee, on the signing date of this agreement, has accumulated sick leave days available to him/her under the sick leave plan

in effect immediately prior to this agreement, which would provide him/her with more sick leave days at 100% of salary than he/she would receive under this Plan shall be able to carry forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 70% under Section 8(1)(a). For each day topped up the employee's accumulated sick leave days shall be reduced by one full day.

- (2) For employees, who are in receipt of benefits hereunder amounting to less than 100% of pre-disability salary, contributions to the Canada Pension Plan and the Public Service Superannuation Act shall be made by the fund on behalf of the employee, based on the current rate of pay for the position, class, and step he/she held prior to disability.
 - (3) An employee who is eligible to receive benefits under the Plan and who, at the commencement of the elimination period is participating in the consolidated health care plan of the Province of Nova Scotia, shall continue to be covered for as long as he/she is in receipt of long-term disability benefits. The premiums for the consolidated health care plan shall be paid by the employer.
 - (4) Employees, while on long-term disability, shall be covered under the provincial Group Life Insurance Plan at the current rate of pay for the position, class, and step he/she held prior to disability. If premiums are required for basic group life insurance, they are to be paid by the employer.
 - (5) The benefit for an employee who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay.
 - (6) Benefits under this plan will be increased annually on January 1, based on the figures as published by Statistics Canada for the average increase to the Consumer Price Index for Canada for each month in the twelve-month period ending October 31 of each year, providing that in no case shall the increase exceed 6%.
 - (7) The benefits shall cease at the earliest of:
 - (a) the last day of the month in which the employee attains 65 years of age;
 - (b) returning to work;
 - (c) death of the employee;
 - (d) the date the employee is no longer qualified as disabled as it is defined in this Plan.
 - (e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the Public Service Superannuation Act.
9. The benefit to which an employee is entitled under this section shall be reduced by:
- (1) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan at the date of disability;
 - (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the employer;
 - (3) the amount of income received from rehabilitative employment in accordance with subsection 5 of Section 8;
 - (4) the amount of Workers' compensation payments (excluding permanent, partial disability) which result from an injury or illness sustained while working for wage or profit other than in his/her regular capacity for the Government of Nova Scotia;

- (5) the amount of benefits payable from any disability plan sponsored by any employer, since inception of this Plan.
 - (6) the amount of benefits payable as a result of a disability which occurred at work and is deemed to be less than 70 percent compensable by the Workers' Compensation Board.
10. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:
 - (1) one hundred days prior to the end of the month in which the employee reaches age **65**;
 - (2) the date the employee occupies a position that **is** not eligible for coverage in accordance with Section 3;
 - (3) the date of the employee's termination of service.
 11. An employee on authorized leave shall **be** eligible to be covered under the Plan. Providing the employee continues to make his/her required contributions.
 12. Any amendments to this Plan shall not adversely affect the entitlement of the employee who became disabled prior to such amendments (subject always to the provisions of Section 13).
 13. In the event that the Plan is terminated all contributions or benefits shall cease and the Fund will be disposed of in the following manner:
 - (a) All employees who are short-term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Section 7 will have their benefits, at the level in force at the time of plan termination, purchased from an insurance company under a single premium non-participating closed group long-term disability contract, if such a contract is then available from an insurance company;
 - (b) If the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employees bears to the total cost of the full benefits for all such employees;
 - (c) If a single premium non-participating closed group Long-Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Section 7, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;
 - (d) If the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Section 7 in the same proportion as the value ~~of~~ the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;
 - (e) Any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the plan except that the recovery of a disabled employee receiving benefit under Section 7 shall terminate his/her entitlement to such benefit;
 - (f) Any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government Employees Union.
 14. In the event that the plan is terminated, then the benefits in existence under the sick leave section presently in the contract prior to the implementation of the Long-Term Disability program on April 30, 1985 would **be** reinstated in its entirety. Banked sick leave will be credited to the employee **as** to the amount that **is** in his/her bank at the date of termination of the LTD plan.

Scheduled On-going Medical Treatments or Therapy

Employees who are participating in a scheduled on-going series of treatments or therapy, shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of short-term illness leave. In order to be deemed as on-going, treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

Medical Appeal System

- (a) Such appeal system shall be on medical grounds only.
- (b) The cost of appeals shall be borne by the appellant however, if the appeal is successful, the costs will be paid from the Fund.
- (c) Any appeal is to be initiated no later than thirty (30) days following final denial of the employee's claim by the Plan Administrator.

Geographic Location for the Purposes of Job Placement

Where an employee is no longer disabled in accordance with the definition under Section 1(c) of the Long-Term Disability Plan and where there is a position available outside the employee's geographic location, the employee shall not be required to accept such position unless he/she has been given at least six (6) months notice of availability of the position.

MEMORANDA OF AGREEMENT

1. Memorandum of Agreement #1 (Use of Automobile on Employer Business) is renewed.
2. Memorandum of Agreement #2 (Conversion of Casual Employees) is renewed.
3. Memorandum of Agreement #3 (Extension of Permanent Employees' Recall Rights) is deleted.
4. Memorandum of Agreement #4 (Classification Appeal Procedure) is deleted.
5. Memorandum of Agreement #5 (Confidentiality of Health Information) is renewed.
6. The following Memorandum of Agreement is added:

Implementation of Classification Review

Pursuant to the Memorandum of Agreement #4 contained in the previous Agreement and as amended by the parties on February 22, 1985, the parties agree that the implementation of the revised classification system will take effect on the day after the execution of this Agreement and be subject to the following conditions:

1. The revised classification system will not result in any "downgrading" of existing classifications, meaning that the revised classification system will not result in any position title and classification in effect prior to implementation being paid at a lower salary grade/pay class following implementation than such position title/classification was paid prior to implementation of the revised classification system.
2. The revised classification system will not result in any lower entry levels for existing classifications, meaning that the revised classification system will not result in any position title and classification in effect prior to implementation being paid at a lower entry salary grade/pay class following implementation than such position title/classification was paid prior to implementation of the revised classification system.
3. An employee, whose position is reclassified to a classification with a salary grade/pay class which has a lower maximum salary, shall maintain the higher classification and rate of pay on a "present incumbent only" (P.I.O.) basis for such period of time that the employee remains in such position. Such employee shall continue to be entitled to salary progression based on merit to the maximum salary of the higher paying classification, including any revision of the maximum salary of the higher paying classification. The foregoing salary protection shall also apply to any employee with P.I.O. status prior to the execution date of this Agreement.

"Present incumbent only" status means that the incumbent employee is afforded the foregoing salary protection for such time as he/she remains in the affected position.

7. The following Memorandum of Agreement is added:

Part-Time Employees

The parties agree as follows that effective January 1, 1988:

1. Part-time employees employed on a regular basis in position titles and classifications included in the bargaining unit who work not less than 40% of the full-time hours will be covered by the collective agreement and entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the parties.
2. The benefits provided to part-time employees will not be less than that provided under the VGH Nurses part-time contract.
3. For the purposes of earning entitlement to a benefit (eg. vacation increment, merit increments, length of probation, maternity leave, etc.), calendar time of employment will be applicable.
4. Unpaid leave, such as maternity leave, will not be pro-rated as to the length of time granted.
5. Paid sick leave benefits will be pro-rated on the basis of 12 days per annum and accumulate to a maximum of 150 days.
6. The terms and conditions respecting coverage under the medical and dental plans are to be mutually determined by the parties.
7. The parties may negotiate alternative coverage for part-time employees in respect to superannuation and group life insurance.

8. The following Memorandum of Agreement is added:

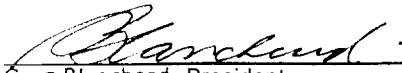
Job Sharing

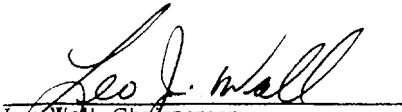
The parties agree as follows:

1. The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.
2. Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Agreement.
3. The terms and conditions of job sharing arrangements agreed to by the parties will form part of the collective agreement.

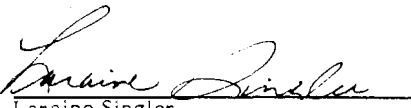
Job sharing arrangements will not be implemented prior to January 1, 1988 unless otherwise agreed to and approved by the Union and the Employer.

Signed on behalf of the Union:



Greg Blanchard, President

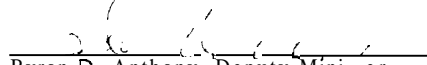

Leo Wall, Chairperson
EDA/B Bargaining Unit Negotiating Council


Alan Bailey, Vice-Chairperson
EDA/B Bargaining Unit Negotiating Council


Laraine Singler
Administrator/Negotiator

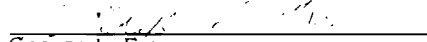
Signed on behalf of the Employer:


George C. Moody
Chairman of Management Board


Byron D. Anthony, Deputy Minister
Civil Service Commission


George L. Hall, Executive Director
Civil Service Commission


John Puchyn, Director
Staff Relations Division


George L. Fox
Staff Relations Officer

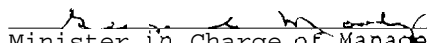
Dated at Halifax, Nova Scotia this 22 day of May 1987

LETTER OF UNDERSTANDING

SUBJECT: LAY OFFS

The Employer agrees as follows:

- 1) This Letter of Understanding is effective from (date of signing) to (expiry date of each agreement)
- 2) During the term of this Letter of Understanding there will be no lay off of employees, other than part time workers unless:
 - a) the term of the term employee has expired, or
 - b) there are funding cutbacks in a particular program area by outside funding sources, such as, the Government of Canada, or
 - c) the nature of the work is seasonal.
- 3) To utilize the Technological Change Committee to ensure that the spirit and intent of this Memorandum is implemented and maintained by the parties.
- 4) This Letter of Understanding does not form part of the Collective Agreement and is attached for information purposed only.


Minister in Charge of Management Board

Following is a suggested Plan of Benefits - - -

Hospital Benefits

Paid at 100% — No Deductible

SEMI-PRIVATE ACCOMMODATION

The plan pays for hospital **accommodation** charges in excess of the basic ward rates up to semi-private level. There is no limit on the number of days allowed or no dollar limit, with the plan **covering** the charge of the hospital where confinement takes place.

OUT-PATIENT HOSPITAL SERVICES

The plan pays for **all** out-patient services not covered by your Government plan.

PROFESSIONAL AMBULANCE SERVICE

The cost of licensed professional ambulance services to or from the nearest hospital **able** to provide ~~the~~ required care.

Extended Health Benefits

The following services are covered under Extended Health Benefits, with the plan providing reimbursement at 100%.

Part I benefits are provided for expenses incurred either in or outside the province of residence, Part II benefits are provided for expenses incurred outside the province of residence.

NURSING SERVICE

Charges not exceeding \$5,000. in any period of twelve consecutive months for medically necessary services of a registered nurse including a Victorian Order Nurse for nursing care provided in your home, on the order of the attending physician. No coverage is provided for care provided by a nurse who resides in your home or is related to you or your family.

MEDICAL EQUIPMENT

Charges not exceeding \$10,000. per lifetime, for rental of a standard wheelchair, standard hospital bed, medication compressor or other durable medical equipment required for therapeutic use. Purchase of equipment is an option of Maritime Medical Care.

MEDICAL PROSTHESIS

Charges for artificial limbs, eyes or other prosthetic appliances required as a result of injury occurring or disease commencing while covered under this program. Replacements are covered only in the event of pathological change or growth of a child.

Charges for repair, adjustment or maintenance are covered. Charges for myoelectric prostheses are not covered.

MEDICAL SUPPLIES

Charges for ostomy appliances, irrigating sets and pouches but not including deodorants, pads, adhesives, skin creams or other supplies.

Charges for urinary collection and retention systems including catheter tubes and pouches but not including other supplies.

Charges for diabetic supplies including needles, syringes and testing materials but not including insulin pumps and mechanical or electric testing or monitoring devices.

Charges for special garments for treatment of burn.

Charges for blood, blood plasma or blood fractions when not supplied as a free service by the Canadian Red Cross or other agency.

Charges for detection devices for enuresis.

Charges for intra-uterine contraceptive devices, limited to one per year.

Charges for other medical supplies as approved by Maritime Medical Care.

OXYGEN AND OXYGEN SUPPLIES

Charges for oxygen and oxygen supplies on the order of the attending physician.

ORTHOTIC DEVICES

Charges for braces, cervical collars, splints, trusses and traction devices.

Charges for molded foot support up to \$100. per lifetime.

Charges for elastic stockings — limited to two pairs per participant in any twelve consecutive month period.

Charges for orthopaedic shoes or orthopaedic modifications to regular shoes up to \$100. per participant in any twelve consecutive month period.

EMERGENCY TRANSPORTATION

Charges for emergency transportation by air ambulance or other vehicle normally used for public transportation to the nearest medical facility able to provide the required care.

Charges for return expenses and transportation costs of an accompanying Registered Nurse when medically necessary. Charges up to \$500. per participant for any one emergency illness or accident shall be considered covered expenses.

DIAGNOSTIC X-RAY OR LABORATORY TESTS

Charges for x-ray or laboratory tests by a private facility qualified to render such services. X-ray or laboratory tests performed while confined to hospital are excluded.

DENTAL SERVICES —
ACCIDENTAL INJURY

Charges for the services of a dentist for the repair or replacement of natural vital teeth required as a result of an accidental injury caused by an external blow or force. Charges will be limited to **the** general practice level of the current edition of the Dental Association Fee Schedule of the province of residence and are subject to a maximum of \$2,500. per accident.

PRIVATE PRACTICE
PARA—MEDICAL SERVICES

Charges for the services of private practice para-medical practitioners duly **licensed**, certified or registered to practice, up to \$15.00 per treatment and a maximum of twenty treatments per any twelve consecutive months by any one type of practitioner.

Para-medical Practitioner shall include physiotherapists, psychologists, speech therapists, occupational therapists, chiropractors, chiropodists and podiatrists.

HEARING AND SPEECH AIDS

Charges for hearing aids not exceeding \$300. in any five consecutive year period.

Charges for a Phonic Ear Auditory System when required by a child for language **development** or classroom use to a maximum of \$1,000. per lifetime.

Charges for speech aid equipment for a participant who does not have oral communication ability to a maximum of \$500. per lifetime.

VISION CARE SERVICES

Charges for an eye refraction by a physician or licensed optometrist when this service is not a benefit of a government health insurance program. The amount to be considered a covered expense will be the reasonable charge as determined by Maritime Medical Care.

Charges for frames and lenses up to \$100.00 are considered covered expenses.

Charges for medically necessary contact lenses are considered covered expenses.

Vision Care Services are available once in any **twenty-four** month period for adults and once in any twelve month period for persons under age eighteen.

Sun **glasses** are not covered. Replacement of existing frames and lenses is provided only when required by a change in prescription.

PART II

Travel Health Benefits — Out of Province

Charges for the following services are available for unforeseen illness or accidental injury occurring while travelling outside the province of residence. Benefit Items 1, 2, 3 and 4 are also available on referral by a physician for services outside the province of residence when the required services are not available within the province. There is no coverage under Part II for services obtained outside the province of residence solely at the election of a participant. The total charges allowed shall not exceed \$50,000. per person for any one period of illness or injury.

- 1) HOSPITAL IN-PATIENT — charges not covered by government hospital insurance for in-patient care in a licensed hospital up to the private room rate at the usual and customary fee of the hospital.
- 2) HOSPITAL OUT-PATIENT — charges for services not covered under government hospital insurance for out-patient care in a licensed hospital at the usual and customary fee of the hospital.
- 3) PHYSICIANS SERVICES — charges in excess of allowances provided under government medical insurance at the usual and customary fee of the area where the service is rendered.
- 4) NURSING SERVICE — charges up to \$5,000. per period of illness or injury, for services of a private duty nurse provided in a hospital or temporary residence, when medically necessary and ordered by the attending physician. There is no coverage for nursing services provided by a relative.
- 5) TRANSPORTATION EXPENSES
Charges for the extra cost of air transport from the place where illness or injury occurred to the home city in Canada, at the economy fare level of a scheduled commercial air carrier, to include the following:
 - charges for transportation by stretcher including the return fare of an accompanying registered graduate nurse or other qualified medical attendant when ordered by the attending physician.
 - charges in excess of booked fare or pre-arranged charter fare that are incurred as the result of a change in the planned schedule, including the additional fare of an eligible covered dependent who was travelling with the participant.
 - charges for transporting a member of the immediate family (spouse, parent, child) to attend at the side of the participant following a critical injury or illness necessitating hospitalization.

- 6) BOARD AND LODGING — charges for board and lodging or similar expense up to a maximum of \$700. incurred by the participant or by a companion remaining with the participant when related to a period of hospitalization. Costs incurred for a period of up to ten days following insured hospitalization will be considered covered expenses.
- 7) RETURN OF VEHICLE EXPENSE — charges incurred if a participant during travel by automobile becomes totally disabled and is unable to drive the vehicle up to a maximum of \$500. for the return of the vehicle to the participant's place of residence or rental agency.
- 8) REPATRIATION EXPENSE — charges incurred in the event of **loss** of life to maximum of \$3,000. for transporting the deceased participant to the home community in Canada.

Travel Health Benefits are provided on the assumption that the full standard benefits normally provided under the government insurance plans are available to the participant when out of province. Benefits are therefore intended to be supplemental to government insurance. The benefits do not provide for duplication of benefits provided under government insurance nor for substitution of benefits that would have been available to the participant if the government insurance plan accepted responsibility.

Travel Health Benefits Out of Province are automatically terminated for any subscriber including dependents of the subscriber when the subscriber retires or reaches age 65.

Prescription Drug Benefits

Paid at 100% — With \$3.00 Co-Pay

THE PLAN COVERS The program is a comprehensive prescription drug plan providing broad protection against the cost of drugs usually dispensed only on a doctor's prescription, including oral contraceptives.

THE PLAN PAYS There is no deductible under this plan, however, the subscriber is required to make payment of the Co-Pay amount for each prescription.

The subscriber is issued a "Benefit Card" which entitles him to coverage for prescription drugs.

The subscriber presents the "Benefit Card" to a participating pharmacist along with the Co-Pay amount for each prescription he has filled. The Pharmacist will claim directly to Maritime Medical for the balance of the cost of the prescription.

BENEFITS The plan covers (subject to the exclusions listed below) all drugs normally prescribed by medical or dental practitioners.

- EXCLUSIONS**
- 1) Proprietary and patent medicines, cosmetic aids.
 - 2) Mechanical appliances — canes, crutches, braces, trusses, etc.
 - 3) Bandages, dressings, first aid supplies, prescription accessories.
 - 4) Contraceptive devices and appliances (except oral contraceptives).
 - 5) Diagnostic agents or preparations.
 - 6) Vitamin preparations except as approved.
 - 7) Experimental and research drugs.
 - 8) Dietary supplements and food products.
 - 9) Preparations routinely purchased without prescription.

COMPREHENSIVE DENTAL PLAN

Maritime Medical's Comprehensive Dental Plan provides benefits for dental services as set out in the following summary. Payment will be based on the dentist's usual charges, up to the amounts specified in the current approved dental association fee schedule for general practitioners.

The plan will pay for services of a dental specialist at approved specialist rates, when the patient has been referred by a dentist to a dental specialist for consultation and/or treatment of a condition deemed to be within the specialty of the specialist.

SERVICES COVERED AT 100%

DIAGNOSTIC - necessary procedures to assist the dentist in evaluating conditions existing and the dental care required. Includes visits, examinations, diagnosis, consultations and necessary x-rays. Complete mouth x-rays are provided once in a three year period. Supplementary bite-wing x-rays are provided not more than once every six months.

PREVENTIVE - necessary procedures or techniques to prevent the occurrence of dental abnormalities or disease. Included under this benefit are prophylaxis (teeth cleaning), provided every six months, application of fluoride solutions to retard dental decay and space maintainers for children to prevent the shifting of teeth which might require extensive orthodontic care in later years.

ORAL SURGERY - including extractions and other oral surgical procedures including preoperative and postoperative care.

RESTORATIVE MINOR - includes amalgam (silver filling), silicate cement and plastic fillings. Does not include crowns, jackets, inlays or gold fillings.

SERVICES COVERED AT 80%

ENDODONTICS - includes pulp therapy and root canal fillings.

PERIODONTICS - necessary services for detecting and eliminating diseases affecting supporting structures of the teeth.

RESTORATIVE MAJOR - includes crowns, jackets, inlays or gold fillings when the teeth cannot be restored with other material.

PROSTHETICS - includes bridges, partial and complete dentures (limited to one in any five year period). Replacement will be made of an existing denture only if it is unsatisfactory and cannot be made satisfactory. Services which are necessary to make a denture satisfactory will be provided under the plan.

MAXIMUM BENEFIT

The maximum amount payable for all above dental services combined is \$1,000. per person per calendar year.

SERVICES COVERED AT 50%

ORTHODONTICS - necessary treatment for correction of malposed teeth. The maximum Orthodontic benefit for any one individual is \$1,000. per case. Charges for Orthodontic care do not become allowable until the services relating to such charges are actually rendered.