Article 1.16 GROUP BENEFITS

The following Articles are summaries of the University's group benefit programmes: 1.15, 1.16.1, 1.16.2, 1.16.3, 1.16.4 and 1.16.5. These are not insurance policies, and they do not grant or confer any contractual rights. All rights under these programmes are governed by the provisions of the Master Policy, Administrative Services Agreement and Plan document, and applicable law. Members eligible for benefits under Articles 1.15, 1.16.2 and 1.16.5 will be automatically enrolled by Human Resources.

The existing coverage/benefits shall not be reduced during the term of this Agreement.

Article 1.16.1 HEALTH, DENTAL AND EMERGENCY TRAVEL PLAN

1.1 All full-time eligible Members are enrolled in the health, dental and emergency travel plan. Coverage for eligible members will be effective until August 31 following their 68th birthday with the exception of the emergency travel plan coverage which will be effective until the attainment of age 70. 1.2 The premium is paid by the University, and the benefits supplement the MSI plan of the Province of Nova Scotia and the Nova Scotia Pharmacare Program.

The plan provides: Supplementary Hospital Benefit; Extended Health Benefit; Prescription Drug Benefit; (see 3.0 below) Dental Care Benefit; Emergency Travel Assistance Benefit; and, Vision Care Benefit

3.0 Participants over age 65 are required to apply for the Nova Scotia Pharmacare program each year they remain an active employee. The Medavie Blue Cross program will coordinate with the Nova Scotia Pharmacare program to reimburse the Pharmacare co-pay for prescription drugs, or drugs not covered by Pharmacare but which are eligible under the St. Francis Xavier Drug Program.

4.0 New full-time eligible Members should discuss all plans and benefits with the Human Resource Department, which deals with registration procedures.

Article 1.16.2 BASIC LIFE INSURANCE AND BASIC ACCIDENT

1.1 All eligible full-time Members are required to enroll in a Group Life Insurance Plan and a Basic Accident Insurance Plan.

1.2 The Basic Accident Insurance is the equivalent of a Double Indemnity feature under a Group Life Programme.

2.0 The University contributes half the premiums of these plans.

3.0 Basic life insurance coverage for eligible members will be effective until the attainment of age 70.

4.0 Basic accident insurance coverage for members will be effective until the attainment of age 70.

Article 1.16.3 VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT

1.0 Additional accidental death and dismemberment insurance is available to eligible Members atareasonablepremium. Coverageforeligiblememberswillbeeffectiveuntilthe attainment of age 68.

2.0 This insurance is optional, and the University does not contribute to the premium. Second Collective Agreement 2009-2012 Page 33 of 228

## Article 1.16.4 TRAVEL ACCIDENT INSURANCE

1.0 All eligible Members employed full time at the University are covered for accidental death or dismemberment while travelling anywhere in the world outside the corporate limits of Antigonish except for areas identified by the carrier to be excluded, provided he or she is on the business of the University. Coverage for members will be effective until the attainment of age 70.

2.0 The maximum benefit is \$250,000, and 100% of the cost of the plan is paid for by the University.

3.0 The eligibility criteria for this benefit will not change during the life of this contract.

Article 1.16.5 LONG TERM DISABILITY

1.1 All eligible Members are required to enroll in the University's Long Term Disability Plan. Coverage for members will be effective until the attainment of age 65.

1.2 The full cost of the plan is paid by the Member.

1.3 The eligibility criteria for this benefit will not change during the life of this contract.

2.0 Rights and Benefits

2.1 Members returning from full or partial disability leave will receive a salary as determined by the salary scale in effect on the resumption of duties.

2.2 The number of years on full disability leave is not included when calculating years in rank, which is used in determining salary levels. Years on partial disability will be counted according to the fraction of overall workload being performed by the Member.

2.3 The Member receiving a full or partial LTD benefit is eligible for the same group life and health and dental insurance programs as are available to Members of St. Francis Xavier University.

2.4 Dependants of the Member receiving full or partial LTD payments are eligible for tuition fee benefits.

2.5 A Member's right to be considered for tenure, permanent status and promotion are not affected by the Member being or having been on disability status. Time on LTD shall not be counted as years of probationary service for the purpose of applying for permanent status, tenure or promotion. 3.0 Compulsory Retirement

3.1 Compulsory retirement of Members receiving payments under the LTD program may occur when the sum of the periods during which disability payments have been received exceeds five years less the 105 day elimination periods.

3.2. A decision by the President to retire a Faculty Member, a Lab Instructor, or a Clinical Associate under this policy is subject to recommendations from the following: the Chair, Dean, and Academic Vice-President and Provost. In the case of the Librarians the President's decision will be subject to the recommendation of the University Librarian and the Academic Vice-President and Provost. In the case of the Coady Program Teaching Staff and Extension Program Staff the President's decision will be subject to the recommendation of the Director of Coady or the responsible University Vice-President.

3.3 A Member who has been compulsorily retired under this section, who has provided a minimum of 10 years service to this University and who becomes ineligible for LTD benefits is eligible for a compulsory retirement benefit described below.

3.4.1. The compulsory retirement benefit will be a percentage of the salary the Member would have received on the date that compulsory retirement occurs. The benefit will continue as long as the Member's age is less than 65. The percentage will be 2% times the number of years the Member's age exceeds 40.

3.4.2 In years after the first year that the compulsory retirement benefit is received, the compulsory retirement benefit will remain as described in 3.4.1. above, unless the compulsorily retired Member has a total income exceeding 1.25 times the salary described in 3.4.1, above.

3.43 In the event described in 3.4.2, above, the compulsory retirement benefit will be reduced by an amount equal to the excess.

3.5.1 The Health Coverage Plan and Group Life benefit as it applies to full-time Members shall continue until the attainment of age 65 unless the Member obtains employment providing these benefits.

3.5.2 Tuition benefits apply to a compulsorily retired Member.

3.6.1 A Member's tenure with the University ceases when the Member is compulsorily retired.

1.17 TUITION FEE BENEFITS ARTICLE 1.17.1 TUITION BENEFITS: MEMBER

1.0 Full-time Members are eligible to receive full tuition credit for any StFX University credit course whether it is job related or not to a maximum of 12 credits during the period September 1 to August 31.

1.1 Full-Time Members, for the purpose of this policy, is to include those employees who are employed on a full-time basis for only the academic year.

1.2 Part-Time Members will be eligible to apply for the tuition credit.

2.0 Members wishing to take advantage of the tuition credit must complete the Tuition Waiver Form located on the Human Resources Website of the University. If the course(s) applied for will interfere with the Member's regular scheduled work week, Chair/supervisor approval is also required in writing with a copy to Human Resources.

## Article 1.17.2 TUITION BENEFITS: CHILDREN

1.1 Tuition benefits equal to one-half of regular full-time tuition shall be available for a dependent child, if the child is enrolled at the University in a full-time (i.e. four or more courses) first undergraduate degree or diploma programme and he or she is the child of:

a) A Member holding a full-time continuing appointment;

b) A disabled Member who is receiving Long Term Disability Insurancec) A retired Member, including a Member receiving a Retirement Allowance, who has been employed by the University for a minimum of 25 years; or,d) A deceased Member, if the deceased tenured Faculty member, or permanent Librarian, or permanent Lab Instructor, or permanent Clinical Associate, or permanent Coady and Extension program teaching staff who held a continuous appointment, had 15 years of service with the University and was employed by the University at the time of death.

1.2 Members who work part-time in an established position on a continuing and recurring basis for 50% or more of full time employment are eligible for tuition credit.

1.3 For the purposes of this Section, the Bachelor of Education is considered a graduate degree.

2.1 To be eligible for the continuation of this benefit, a student must remain in good academic standing.

2.2 A student on academic probation is ineligible for this benefit. Second Collective Agreement 2009-2012 Page 36 of 228 3.0 Tuition benefit is not provided for: part-time study, Summer School programmes, a child of a part-time Member working less than 50%, or a child of a visiting professor.

4.0 In the event that the dependent child of a full-time Member qualifies for an academic scholarship (entrance or in-course), she or he shall be entitled to the full value of the academic scholarship plus the benefit provided here.

5.0 In the event that both parents are eligible only one benefit shall be payable per child under this article.

6.1 This benefit shall be payable for a maximum of four academic years.

6.2 A student shall be deemed to have used one academic year provided she or he is registered on December 1 of a given academic year.

7.0 An individual eligible for this benefit in a given academic year shall contact Human Resources.

## Article 1.17.3 TUITION BENEFITS: SPOUSE

1.1 Tuition benefits for undergraduate degree programmes or courses equal to one-half of regular tuition shall be available to the spouse of:

a) a Member with a full-time continuing appointment,
b) a disabled Member who is receiving Long Term Disability Insurance [see 1.16.5];
c) a retired Member, including a Member receiving the Retirement Allowance [see 2.5.1 and 3.5.1], who has been employed by the University for a minimum of 25 years;
d) a deceased Member, if the deceased tenured Faculty member, or permanent Librarian, or permanent Lab Instructor, or permanent Clinical Associate or permanent Coady and Extension program teaching staff who held a continuous appointment, had 15 years of service with the University and was employed by the University at the time of death.

1.2 Members who work part-time in an established position on a continuing and recurring basis for 50% or more of full time employment are eligible for tuition credit.

1.3 Spouses of full-time staff members enrolled in the Post-RN program will be eligible for tuition credits equivalent to one-half tuition for a year. Spouses of part-time Members enrolled in the Post-RN program will be eligible to apply for the tuition credit on a pro-rata basis. This exception is granted on the basis that the Post-RN program is only available on a part-time basis. Second Collective Agreement 2009-2012 Page 37 of 228

1.4 The tuition benefits are the same as those for children under 1.17.2:1.1.

1.5 For the purposes of this article, the Bachelor of Education is considered a graduate degree.

2.1 To be eligible for the continuation of this benefit, a student enrolled in a degree or diploma programme must remain in good academic standing.

2.2 Students on academic probation are ineligible for this benefit.

3.0 Tuition benefit, for the spouse of a Member as described in 1.1, is provided, on a pro-rated basis, for part-time study, Summer School or Intersession courses.

4.0 In the event that the spouse qualifies for an academic scholarship (entrance or in-course), she or he shall be entitled to the full value of the academic scholarship plus the benefit provided here.

5.0 An individual eligible for this benefit in a given academic term or year shall contact Human Resources.