

PEACE  
UNITY  
STRENGTH

# Mohawk Council of Kahnawake

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(OFFICE OF THE COUNCIL OF CHIEFS)



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DATE: 23 MONTH 03 YEAR 1992.

## MOHAWK COUNCIL RESOLUTION NO. 131/1991-92

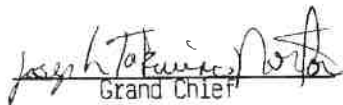
PROPOSED BY: Chief Peggy Mayo

SECONDED BY: Chief Davis Rice

WHEREAS the Mohawk Council of Kahnawake since 1984 has developed and implemented the Mohawk Self-Insurance Plan to cover Accidental Death and Dismemberment, Weekly Accident Indemnity and Hospitalization/Medical Costs to all employee and employees operating within the Territory of Kahnawake,

THEREFORE BE IT RESOLVED THAT the Mohawk Council of Kahnawake does ratify and support the document entitled - The Policy of the Mohawk Self-Insurance Plan of The Mohawk Council of Kahnawake (as annexed), and,

BE IT FURTHER RESOLVED THAT the Mohawk Council of Kahnawake support the personnel responsible for promoting and enforcing the plan which is there to benefit the health and well being of all who participate

  
Grand Chief


  
Chief

  
Chief

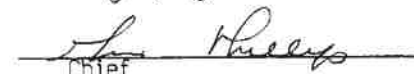
  
Chief


  
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THE POLICY OF THE  
**MOHAWK SELF INSURANCE PLAN**  
OF THE  
**MOHAWK COUNCIL OF KAHNAWAKE**

That the Mohawk Council of Kahnawake does state as its policy the following, as supported by the Mohawk Council Resolution No 131/1991-1992, dated March 23, 1992

**MOHAWK SELF INSURANCE PLAN**

The Mohawk Self Insurance Plan includes coverage for Accidental Death & Dismemberment, Weekly Accident Indemnity and Hospitalization/Medical Costs as stated in the policies of Citadel #9214679 and Sunlife #17411-GD. (Policies Attached)

The Mohawk Council will insure the employees of the Public Organizations as well as the employees of any Kahnawake Entrepreneurs requesting to participate in the Mohawk Self Insurance Plan (M S.I )

The conditions of the Policy are as follows

1 **GENERAL**

- A. The participants of the M.S.I. Plan will be covered for all and any on-the-job injuries for the duration of the coverage taken, regardless at which job site the employee was injured, provided the site is on the territory of Kahnawake
- B The participants of the M S I Plan will renew their coverage on a minimum of one month intervals
- C The participants of the M.S I will submit, to the administration of the M S I , a listing of his/her employees and their salary records at the start of the coverage The participants will notify the administration of the M S.I of any change to the employee data immediately
- D Persons not registered with the Mohawk Self Insurance Plan will not be covered.
- E The administration of the M S.I will have access to the payroll records of the insured participants for verification purposes, should the need arise

- F Any misinformation given by the insured participants could result in the termination of coverage
- G With the exception to the listing outlined in sections 3C and 4A below, the administration of the M.S I Plan will not use the information supplied by the participants for any other purpose but to implement the M.S.I Plan
- H. The administration of the M S I Plan will make available, to the participants, all necessary information pertaining to the Mohawk Self Insurance Plan This includes copies of the insurance policies, M S I conditions and the Safety Code
- I The administration of the M S I Plan will be available to all participants to explain and/or clarify any items pertaining to the M S.I. Plan.

2 PREMIUMS

A. ACCIDENTAL DEATH & DISMEMBERMENT AND WEEKLY INDEMNITY

PREMIUMS - CITADEL POLICY #9214679

- The premiums for the AD & D/Weekly Indemnity Coverage are as follows

<u>OCCUPATION</u>	<u>\$200 000 PRINCIPAL</u>	<u>\$400 000 PRINCIPAL</u>
Office Employees	\$ 80/wk	\$ 1.35/wk
Foreman/Flagman/Watchman	\$ 1 40/wk	\$ 2.30/wk
Manual Worker	\$ 3.50/wk	\$ 6 00/wk
Journeymen (under the Fair Wage Agreement)	\$ 3 50/wk	\$ 6 00/wk

- The premiums for the Accidental Death & Dismemberment and Weekly Indemnity coverage, under the Citadel Policy #9214679, will be payable in full at the start of the coverage Coverage will not be in effect until premiums are paid
- A participant will be reimbursed, for the period of coverage not required, from the date of notification by the participant to cancel the remaining portion of the insurance coverage. Reimbursements will not be made for any time prior to the date of notification.

B HOSPITALIZATION/MEDICAL COVERAGE PREMIUMS - SUNLIFE POLICY

#17411-GD

- The premiums for the Hospitalization/Medical Coverage are as follows

<u>OCCUPATION</u>	<u>PREMIUMS PER WEEK</u>
Office Employees	0 5% of weekly salary
Foreman/Flagman/Watchman	2 0% of weekly salary
Manual Worker	3 0% of weekly salary
Journeyman (under the Fair Wage Agreement)	5.0% of weekly salary

- The premiums for the Hospitalization/Medical coverage, under the Sunlife policy #17411-GD, are payable at the start of each month, based on the estimated average monthly salary. The premiums may be adjusted at the end of the period based on actual payroll records.
- The participants will be issued an insurance card which identifies the participant's name of company, the policy number and the expiration date. This card should be given to the employee at the time of an on-the-job injury so as to present it at the medical institution, should the employee require medical care. The medical institution will, in turn, bill the Mohawk Council for any medical costs incurred.

C GENERAL PREMIUMS

- Failure to submit premiums by the due date, could result in the termination of the insurance coverage
- Arrangements may be made for those participants working on the Housing and/or R.R A P projects, with the Housing Department to deduct any premiums owed to the Mohawk Self Insurance Plan from the participants' housing contract monies
- The administration of the M S I Plan will notify the participants, in writing, when they are in arrears for payment of premiums due or when their insurance coverage has expired. The participant's coverage will only be renewed when all premiums in arrears are paid and only at the participant's request to renew.

3 SAFETY CONDITIONS

- A The participants of the M S I Plan will abide by the Safety Conditions as provided for by the Safety Committee of the Mohawk Council of Kahnawake and further will permit inspections of the job site by a safety inspector and/or a member of the Safety Committee
- B Failure to abide by the Safety inspector's or the Safety Committee's recommendations could result in the termination of coverage.
- C The administration of the M S I Plan will supply a listing of the M S I participants to the Safety Committee so that they may proceed with inspections This listing will only include the name of the company/entrepreneur and the period of coverage and a listing of the employees covered This information will be used by the Safety Committee for inspection purposes only
- D To assure the employees of a participant that they are covered under the M.S I Plan, the Safety Committee may post a notice at the job site, identifying the employees insured and the period of coverage This may be done for only those participants of which it is mandatory that they participate by the Housing Dept., or by the Fair Wage Agreement

4 HOUSING PROGRAM CONDITIONS

- A The administration of the M S I Plan will supply a listing of the M S.I participants to the Housing Program on a weekly basis The listing will only include the name of the company/entrepreneur, the period of coverage and the latest date of premiums made No employee information will be supplied This information will be used by the Housing Program only to verify that those contractors working on New Construction or R R A P contracts have insurance and that premiums are paid to date
- B The Housing Program reserves the right to withhold any payments to New Construction or R R A P contractors until M S.I premiums are paid.

5. M.S.I. CLAIMS

- A The administration of the M.S I. Plan will verify and process all claims made by the participants of the M S.I Plan

- B The administration of the M.S I will request, at the time of an accident, that the entrepreneur complete a detailed accident report for verification purposes of the claim
- C Claims made under the Citadel Policy for AD & D and Weekly Indemnity coverage are approved or disapproved by the insurance company based on the Medical/Claim Report completed by the claimant and his/her doctor
- D Weekly Indemnity Benefits will be based on the latest salary amount on record, which was provided by the participants not less than 48 hours prior to the time of injury.

**SUMMARY**

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This policy is intended to ensure that the employees, of the Public Organizations and the Kahnawake Entrepreneurs, have adequate insurance coverage

As well, the intent of the Council is to promote and ensure the safety of the Kahnawake workforce