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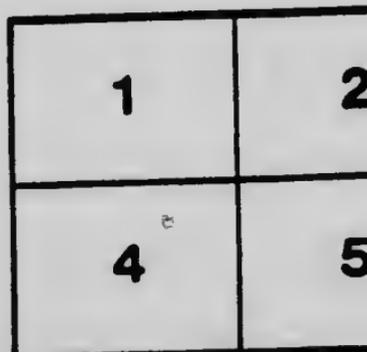
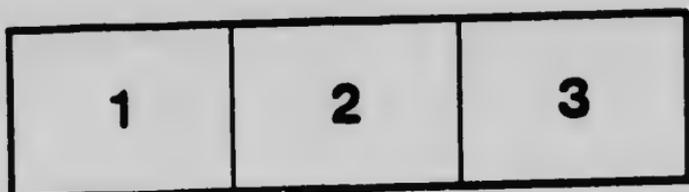
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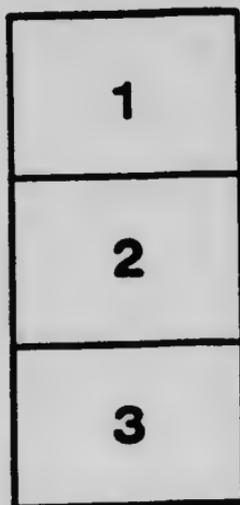
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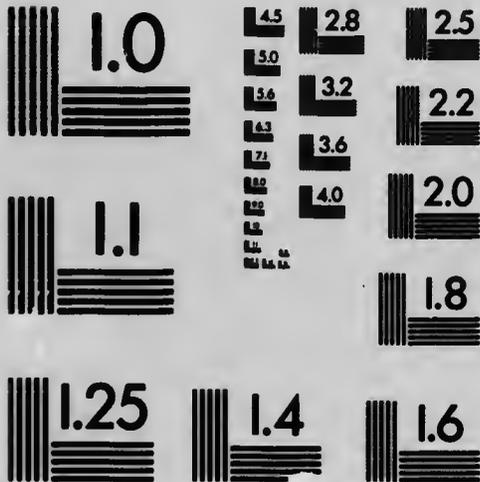
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By-laws of Wellington-Extension Medical, Accident and Burial Fund.

ARTICLE I.

Section 1.—This association shall be called the Wellington-Extension Medical, Accident and Burial Fund.

Section 2.—There shall be four officers, viz.: President, Vice-President, Secretary and Financial Secretary-Treasurer, who shall have power to appoint ten others to act in conjunction with them as a Medical Committee.

Section 3.—At least five members of the Medical Committee shall form a quorum.

ARTICLE II.

Section 1.—There shall be a semi-annual meeting in the months of January and July of each year, to elect new officers and receive a report and balance sheet of the past term.

Section 2.—Any complaints in regard to the Medical Officer

shall be sent to the President within fourteen days of such complaint; said complaint shall be in writing, and the President shall call a meeting of the Committee to consider them.

ARTICLE III.

Section 1—All members shall be assessed \$1.50 per month for Medical Officer, 50c per month for "Hospital Fund" and 25c per month for "Accident and Burial Fund."

Section 2.—There shall be established three "Funds" and each of these funds shall be constituted and used as hereinafter provided.

ARTICLE IV.

Section 1.—Under the Medical Fund, Members and their dependents shall receive free Medical and Surgical treatment, together with free medicines (except in maternity cases.)

Section 2.—Under the Hospital Fund, Members and their dependents shall receive free treatment in any General Hospital together

with the use of the operating table, to the amount in force in the Public wards of the Ladysmith General Hospital, such treatment shall not be for a greater period than six (6) months in any period of twelve (12) consecutive months, nor for more than six (6) months in all for any one continued sickness or treatment, excepting in cases coming within the scope of the Workmen's Compensation Act. Any such patients desiring the use of private room can have same on paying difference in rates between it and Public Wards.

Sub-section 2 A.—No member or his dependents shall be entitled to free treatment until he has been in the employ of the Company three full months, except in cases coming within the scope of the Workmen's Compensation Act.

Sub-section 2 B.—Dependents of members receiving Hospital treatment in cases classed as Maternity Cases shall not be entitled to free treatment.

Sub-section 2 C.—Members or their dependents suffering from any contagious or infectious disease shall not be entitled to free Hospital treatment.

Sub-section 2 D.—Members or their dependents receiving Hospital treatment as the result of any immoral or unlawful act or practice shall not be entitled to have their Hospital accounts paid by this "Fund."

Sub-section 2 E.—No Hospital accounts shall be paid without a Doctor's certificate, certifying the nature of patient's illness and the number of days patient has been receiving hospital treatment.

Sub-section 2 F.—A member receiving any injury requiring a nurse must procure and pay for same. In the event of a member not being able to procure and pay for same, he be conveyed to an hospital, this fund to pay for conveyance.

Sub-section 2 G.—The word "dependent," shall mean "Wife," "Father" if totally incapacitated

from work, "widowed mother" if entirely supported by member or members, "Daughter of 18 years of age and under," Sons of 16 years of age and under," or any legal ward up to the above mentioned age in each case

Sub-section 2 H.—Any cases not fully specified by the last preceding Section shall be left to the discretion of the Medical Committee whose decision shall be final.

Sub-section 2 I.—The Medical Fund, Hospital Fund and other Funds of the Association shall be used, so far as they are necessary in the opinion of the Workmen's Compensation Board, to provide and furnish to the members in case of personal injury by accident arising out of and in the course of the member's employment, proper medical, surgical and hospital treatment, including treatment by specialists, nursing, medicines, crutches and apparatus, including artificial members, and all such other things as may be required by the Workmen's

Compensation Board under Section 21 of the Workmen's Compensation Act or the rules and regulations of the said Board, and to carry out all the directions of the said Board. In case of dispute arising between the Canadian Collieries (Dunsmuir) Limited, and its workmen, or between the Medical Committee and the Members of the Association, or between the Company, the Association, and the Doctors and Surgeons employed, or between any of the parties having any interest herein, or arising in any manner between any of the parties hereinbefore mentioned as to the accommodation, attention, supplies, appliances, treatment and services provided to a workman who has suffered personal injury by accident arising out of and in the course of the employment within the scope of Part One of the Workmen's Compensation Act, or as to the necessity or advisability of any operation, or any other matter that may arise hereunder,

such dispute shall be referred to the Workmen's Compensation Board for decision, and the decision of the said Board so given or any direction so given by the said Board shall be final and conclusive between the parties.

Sub-section 2 J. — Provided, however, that nothing herein contained shall be deemed to include:—

- (1) Treatment or cure of venereal disease; or
- (2) The treatment or cure of diseases or injuries arising out of or resulting from the use of intoxicants except in cases where injuries in part so arising would be compensable by or would entitle the workmen to medical aid under the provisions of the "Workmen's Compensation Act."

Section 3.—Under the "Accident and Burial" Fund members shall receive benefits as herein after specified.

Sub-section 3 A.—No accident benefits shall be paid for the first seven days after date of accident,

after which \$1.00 per day for a period not exceeding six months, and for the next six months the sum of 50c per day shall be paid.

Sub-section 3 B.—For an accident resulting in death there shall be paid the sum of \$300.00, providing death occurs within six months after accident. Any member having no known relations shall be buried by the management, and surplus returned to the treasury until claimed by wife, father, mother or guardian of children, or any relation who may have been entirely dependent upon deceased for support, the Officers and Committee to have full power in deciding all such cases, their decision to be final. It shall be the Secretary's duty to use every means in his power to secure such information as the committee shall require in such cases. No money shall be paid if claim is not made within twelve months from date of death.

Sub-section 3 C.—Any member

meeting with an accident at work, which results in total disablement, or loss of both hands, or both feet, or both eyes, shall receive the sum of \$500.00, from which shall be deducted any accident benefits he may have drawn from the Fund for such accident.

For the loss of one hand and one foot, six months' benefits and \$150.00.

For the loss of one hand or one foot, or one eye, six months' benefits and \$75.00. All disablement claims shall be certified to by the Medical Officer, endorsed by the Medical Committee, after which they will be finally passed or rejected at a general meeting of the members of the Accident Fund.

Section 4.—All accident claims shall be made in writing, signed by the Medical Officer and endorsed by the President and Secretary.

Section 5.—No benefits shall be paid for an accident, unless such accident happened while on duty.

Section 6.—All members while

drawing benefits from this Fund shall abstain from the use of intoxicating liquors, except at such times and in such quantities as the Medical Officer shall prescribe. Any member violating this rule shall forfeit his claim to all benefits.

Section 7.—Any member wishing to leave the vicinity of Extension, Ladysmith, or South Wellington, while drawing benefits must obtain permission from the President, Secretary and Doctor. (Cases under treatment in the wards of any hospital are exempted. Members violating this rule shall forfeit all benefits due them.)

Section 8.—Members receiving benefits must remain indoors from 8 o'clock p. m. until sunrise from November 1st to April 1st, and from 9 o'clock p. m. until sunrise from April 2nd to October 31st. Any member violating this rule, shall, for the first offence, be warned. Any violation afterwards shall

entail forfeiture of all benefits due him, unless he can prove to the satisfaction of the Medical Committee that good reasons existed for his action.

Section 9.—All members shall be considered on duty while travelling to and from work on regular work train.

Section 10.—Members injured while getting on or off moving cars, or while riding on platform or tops of cars, unless in the performance of their duties shall not be entitled to any benefits.

Section 11.—Any members receiving benefits from this Fund must report to the Medical Officer at least twice each week during disability for examination, and the Medical Officer shall keep a record of the dates of such examinations, This Section shall be subject to Section 7, Article 4.

Section 12.—No member receiving benefits from this Fund shall take or permit to be taken on his behalf, a collection without the permission of the Medical Com-

mittee. Any violation of this by law shall forfeit all benefits.

Section 13. — All claims for benefits must be made within 30 days from the date of accident and must be accompanied by a certificate from the Medical Officer and from the foreman of the mine in which he worked. No Claim shall be considered after the expiration of 30 days.

ARTICLE V.

Section 1. — There shall be maintained in the Treasury the sum of Five Thousand Dollars (approximately) in order to pay all claims on the above mentioned Funds, a portion of that sum to be placed in the "Savings Bank Account," and the management may at any time, when they deem it necessary, call for a special assessment not exceeding one dollar per month, notice of same to be posted in a conspicuous place at the mines, not later than the tenth day of the month the said assessment is to be levied.

Section 2. — All employees of the

Canadian Collieries. (Dunsmuir) Ltd., shall be members of the Medical, Hospital, Accident and Burial Fund, and shall pay all special assessments which may be made to meet its obligations.

Section 3.—The members of the Medical Committee may, upon a two-thirds vote of those present alter or amend the by-laws without calling a special meeting for that purpose. Such alterations or amendments shall be confirmed or rejected at the first regular meeting thereafter, or at the special meeting if requested in writing and signed by at least six members. Two weeks' notice shall be given by notice before such alterations or amendments shall take effect.

Section 4.—Any member desiring to amend by-laws shall send a copy of the proposed amendments to the Secretary, who shall post up copies of such amendments two weeks previous to the date of meeting.

Section 5.—Any member being

discharged from or leaving the employ of the Ladysmith Division of the Canadian Collieries (Dunsmuir) Ltd., shall cease to be a member of any of the above "Funds."

Section 6.—The Secretary and Treasurer shall receive such salaries as shall from time to time be established at a General Meeting.

Section 7.—Except in cases coming within the scope of the Workmen's Compensation Act, Members or their dependents requiring the use of an X Ray shall pay charges for same.

Section 8.—All former by-laws of the Wellington-Extension Medical, Accident and Burial Fund and resolutions pertaining to the by-laws are here-by repealed.

COMMITTEE RULES.

Rule 1—A meeting of the Committee shall be held monthly on call of the President, at which all benefits and claims shall be considered.

Rule 2—All minor accidents must be reported to the foreman at time of accident, or no benefits will be paid.

Rule 3—Persons requiring the services of Medical Officer, shall before 10 a. m. notify him to call, except in cases of accident or emergency.

Rule 4—In case of Medical Officer absenting himself, he shall have a competent substitute in his place.

Rule 5—Any patient who is able to, shall go to the surgery for treatment.

Rule 6—Any surgical appliances lent to any member by the Accident Fund, must be returned before the last benefits are paid.

Rule 7—The Medical Officer shall visit any member of the Fund or his dependents residing within a radius of two (2) miles from the surgery at Ladysmith, Extension or South Wellington, who is unable to go to the Surgery for treatment.

OFFICERS ELECTED

For Term Ending, December 31,
1919.

- President—Mr. D. Gourlay.
Vice-President—Mr. J. Foster.
Secretary—Mr. P. Malone.
Financial Secretary-Treasurer
—Mr. A. P. Glen.
Medical Officer—Dr. J. E.
Montgomery.





