

SGEU LONG TERM DISABILITY PLAN

TEXT OF THE SGEU LONG TERM DISABILITY PLAN

Approved by the Annual Convention

March 2004

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Working Together for Saskatchewan



Vision Statement

The Saskatchewan Government and General Employees' Union has developed its own long-term disability plan with the primary responsibility to ensure that the Membership is provided with income protection and/or services to those Members who are disabled by illness or injury.



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Title: General Conditions

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- 1.1 Gender** Gender terminology includes a reference to persons of the opposite gender wherever the facts or context so require.
- 1.2 Singular/Plural** Words implying the singular shall include the plural and vice versa unless stated otherwise.
- 1.3 Headings** Headings used are inserted for reference only and are not to be considered in constructing the terms thereof or to be deemed in anyway to clarify, modify or explain the effect of any such terms.
- 1.4 Supervisory Committee Regulations** For the purpose of carrying out the Articles of the Plan according to their intent, the SGEU Supervisory Committee may make regulations that are ancillary to and are not inconsistent with the Plan.
- 1.5 Court Proceedings** No member shall be allowed to commence court action or proceedings against SGEU, SGEU Supervisory Committee or any of its agents for recovery of benefits or for the discontinuation of benefits under the Plan. All disputes in relation to entitlement to benefits shall be dealt with as per Article 4.
- 1.6 Rehabilitation** Rehabilitation services are mandatory. A member shall, at anytime required by the SGEU Supervisory Committee, participate and co-operate in an approved rehabilitation program. The Rehabilitation Officers have the authority to extend claims up to 90 days in order to afford the Rehabilitation Officers the ability to accommodate individuals back into the workplace.

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1.7 New Bargaining Units

- a) Notwithstanding Article 5.1, effective January 1, 1987, any new bargaining unit created by government reorganization, legislation or privatization shall be deemed a participating bargaining unit of the Plan, with no loss in coverage if a majority of the members in the new bargaining unit are members of the Plan prior to transfer.
- b) Groups of employees in bargaining units created under Article 1.7 a) who were covered under another LTD plan prior to reorganization shall:
 - i) vote by secret ballot as to whether they participate in the SGEU LTD Plan; and
 - ii) the decision shall be that of the majority of those voting pursuant to Article 14.2 of the SGEU Constitution.

1.8 Legal Disputes

The Plan shall be enforced according to the laws of the Province of Saskatchewan. Subject to Article 1.5 and the jurisdiction of the Saskatchewan Labour Relations Board, all legal disputes shall only be commenced in the Saskatchewan Court of Queen's Bench. In no event shall any such action be commenced after 1 year from the date the cause of action first arose.

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2.1 Definitions

Note: These definitions are Plan Text specific

- "Actively at Work" a) shall mean actually at the normal place of employment and adequately performing the normal functions of that employment. Members on vacation or leave of absence with pay are considered to be actively at work providing they are capable of performing the normal functions of their employment.
- "Actuary" b) shall mean a person, firm or corporation designated by the SGEU Supervisory Committee to be the actuary for the Plan and such person or in the case of a firm or corporation, a member of its staff, shall be a Fellow of the Canadian Institute of Actuaries.
- "Additional Dues" c) shall mean those additional dues required from members prior to leave of absence without pay or lay-off during their period of employment in a participating bargaining unit. Such additional dues shall be determined as:
- i) percentage of gross salary as defined in Article 9, multiplied by the number of months in the twelve month period starting with the member's date of employment in a participating bargaining unit during which the member is not expected to be employed in a participating bargaining unit; and
 - ii) such additional dues shall be deducted from the member's pay in equal instalments, or in such manner as deemed administratively necessary during employment in a participating bargaining unit.
- "Appellant" d) shall mean any party who appeals a decision of the Plan.

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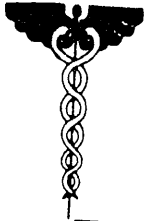
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- "Arbitrator" f) shall mean a person chosen to settle a disagreement between the Plan and an appellant.
- "Benefit Period" g) shall mean that period of consecutive days during which a member is eligible to receive entitlements under the Plan, and shall include periods of time during which payment of entitlements are suspended.
- "Custodial Agents" h) shall mean a firm/company that holds, invests, and distributes the funds as directed by the SGEU Supervisory Committee.
- "Defined Pension" i) shall mean a money purchase (pension) plan or other arrangement based on formula or discretion, where the employer makes cash contributions to eligible individual members accounts under the terms of a written plan document.
- "Effective Date" j) shall mean January 1, 1983.
- "Elimination Period" k) shall mean 119 calendar days:
i) consecutive from the date total disability commences;
or
ii) cumulative, provided all absences are related to the same disability and the absences are not interrupted by more than two weeks or are within a 365 day period.
- "Entitlement" l) shall mean the services afforded by the Plan to the member.
- "Fund" m) shall mean the fund established under the Plan from which claims are payable. The fund shall be comprised:
i) of dues paid by members of the Plan;
ii) any other moneys SGEU may pay into such fund;
and
iii) the earnings of moneys in the fund.

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- "Gross Salary" n) shall mean for benefit purposes normal remuneration received from the employer including camp differential.
- "Injury" o) shall mean accidental bodily injury sustained by a member of the Plan which is not excluded elsewhere in the Plan, and which directly and independently of all other causes results in total disability as defined here-in, within 119 calendar days of the date of the accident, but shall not include any injury deemed to be sickness pursuant to Article 2 x).
- "Investment Accounts" p) shall mean accounts of securities of other companies held for the long term and shown in a separate section of the balance sheet; in this context, contrast with marketable securities.
- "Member" or "Member of the Plan" q) shall mean a SGEU member who qualifies for coverage under the Plan pursuant to Article 5.
- "Net Salary" r) shall mean gross salary less statutory deductions for Federal and Provincial Taxes, EI and C.P.P..
- "Participating Bargaining Unit" s) shall mean units certified by the Saskatchewan Labour Relations Board or voluntarily recognized by the employer that have voted in accordance with Article 5 to participate in the Plan.
- "Permanent" t) shall mean a resident that has Canadian medical coverage Resident" currently recognized by Health Canada.
- "Physician" u) shall mean a medical doctor who is licensed with the authority within the jurisdiction in which they practice.

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- "Plan" v) shall mean this complete document or text and shall also include such related written regulations, policies, procedures and rules for administration of the "Plan" as adopted by SGEU.
- "SGEU" w) shall mean the Saskatchewan Government and General Employees' Union.
- "Sickness" x) shall mean any sickness or disease of a member which is not excluded elsewhere in the Plan and which causes total disability which:
i) causes incapacity of more than 119 calendar days; and
ii) is caused directly or indirectly by any:
⇒ existing form of sickness, disease, physical or mental impairment; or
⇒ infection other than infection of a visible external accidental cut or wound.
- "Supervisory Committee" y) shall mean that body as described in Article 3.5 and shall represent SGEU in all matters relating to the Plan.
- "Total Disability Own Occupation" z) shall mean a continuous state of incapacity resulting from injury or sickness for which a member is under the regular and personal care of a physician as shall:
i) wholly prevent a member from engaging in the normal duties pertaining to such member's own occupation; and
ii) incapacitates the member for a period of time not extending beyond the period of 36 months following the elimination period.
- "Total Disability Any and All Occupations" aa) shall mean a continuous state of incapacity resulting from injury or sickness for which a member is:
i) under the regular and personal care of a physician; and
ii) wholly prevented from performing for remuneration or profit any work for which the member is reasonably fitted by education, training or experience.

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3.1 Administrative Responsibility

All matters relating to the administration, interpretation, overall operation, and application of the Plan shall be SGEU's responsibility. Reference to Article 3 or elsewhere in the Plan to any specified duties or actions to be carried out by SGEU shall in no way limit the generality of Article 3.

3.2 Administration Agreement

The SGEU Supervisory Committee may enter into an administration agreement for the purpose and function of delegating certain administrative functions connected with the Plan.

3.3 Plan Expenses

All expenses connected with the administration of the Plan shall be paid from the fund.

3.4 Plan Supervision

- a) The Plan shall be supervised by a committee of elected representatives named by the SGEU participating bargaining units. This committee shall be known as the Long Term Disability Plan "SGEU Supervisory Committee."
- b) The SGEU Supervisory Committee shall make final decisions on all aspects of the Plan, subject to Annual Convention resolution, and in accordance with the SGEU Constitution.

3.5 SGEU Supervisory Committee - Membership

Sectors shall be allocated representation based on two (2) members for the first 1000 members and thereafter one (1) member for every 1500 or portion thereof as follows:

| | |
|--------------------|-----------|
| PS/GE | 9 members |
| Crown | 3 members |
| Health Care | 2 members |
| Adult Education | 3 members |
| Community Services | 2 members |
| Retail/Regulatory | 2 members |

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- Provincial Council b) The Provincial Council may appoint a member to the SGEU Supervisory Committee.

3.6 SGEU Supervisory Committee - Operation

- Annual Audit a) The SGEU Supervisory Committee shall appoint a qualified auditor to annually audit all the financial transactions resulting from or relative to the operation of the Plan.

- Actuary b) The SGEU Supervisory Committee shall appoint an actuary to make an actuarial valuation of the Plan as often as required by law or more often as approved by the SGEU Supervisory Committee.

- Arbitrator - Appointment c) The SGEU Supervisory Committee shall appoint a single arbitrator to hear appeals as defined in Article 4.

- Arbitrator - Selection d) The selection of arbitrators should be as follows:
- i) The SGEU Supervisory Committee Table Officers in consultation with SGEU's legal counsel shall review as required the need for single arbitrators and will recommend the names of arbitrators to Supervisory Committee for approval.
 - ii) Where feasible, arbitrators should be selected on a geographic basis from Regina, Saskatoon and Prince Albert.
 - iii) If an arbitrator is required and none of the approved arbitrators is available, an arbitrator may be appointed by the Table Officers.

- Provincial Council e) The SGEU Supervisory Committee shall be a standing committee of the Provincial Council.

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Consultants

- f) The SGEU Supervisory Committee in consultation with the Executive Director of Operations may employ, engage or retain consultants and professionals, in respect to any matter relating to the Plan, including administration/rehabilitation.

Custodial Agents

- g) The SGEU Supervisory Committee may appoint by written agreement, in consultation with the Executive Director of Operations, one or more trust companies, firms or corporations to:
 - i) act as custodial agent of the fund or any portion thereof; and
 - ii) in that capacity to hold, administer, invest and distribute the fund.

Investment Management

- h) The SGEU Supervisory Committee may appoint by written agreement, in consultation with the Executive Director of Operations, one or more persons, trust companies, firms, or corporations to act as an investment manager or investment managers of the fund or any portion thereof.

Investments

- i) The SGEU Supervisory Committee may invest and reinvest the fund or any portion thereof without distinction between capital and income in any investment, but not limited to investments listed in the Trustee Act.

Meeting Dates

- j) The SGEU Supervisory Committee should meet every second month to conduct its business. Additional meetings may occur as needed.

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Administrative
Costs

- k) The SGEU Supervisory Committee may in consultation with the Executive Director of Operations commit a portion of the Fund towards:
- i) the cost of rehabilitation benefits;
 - ii) the wages and benefits of LTD staff, consultant and professional fees; and
 - iii) any other approved costs.

3.7 Plan Withdrawal

Deficit Recovery

- a) In the event the Plan is in an actuarial deficit, a participating bargaining unit that opts out of the Plan or is voluntarily decertified shall pay a deficit recovery amount, calculated as follows:

Step 1

SGEU shall determine the total membership in the Plan, the membership of the participating bargaining unit that is withdrawing, the length of time each of the participating bargaining units have been in the Plan, and deficit at time of withdrawal.

Step 2

SGEU shall divide the actuarial deficit at the withdrawal date by the sum of the product of the length of time that each of the participating bargaining units has received LTD coverage times the membership of the participating bargaining unit. (This will give the deficit/member/time of coverage.)

Step 3

SGEU shall multiply the number from Step 2 by the length of time the withdrawing participating bargaining unit received LTD coverage times the membership of the withdrawing bargaining unit. (This will give the total amount of the deficit that the withdrawing participating bargaining unit is responsible to repay.)

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Step 4

SGEU shall divide Step 3 by the number of members in the withdrawing bargaining unit to determine the deficit recovery for each withdrawing member.

Repayment

- b) Withdrawing members shall provide SGEU with a promissory note setting out a repayment schedule not to exceed five (5) years from date of withdrawal.

Entitlements

- c) Members in receipt of entitlements from a withdrawing bargaining unit shall continue to receive entitlements from the Plan as per the Plan Text providing that the deficit recovery has been satisfied.

3.8 Audits

Audits or investigations of members collecting entitlements may be authorized by the SGEU Supervisory Committee providing a signed complaint has been received.

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4.1 Right of Appeal SGEU or any member of the Plan may appeal entitlements under the Plan or any other dispute arising out of Article 7.

4.2 Conditions of Appeal of Entitlements

Cost of Additional Medical Evidence a) The SGEU Supervisory Committee shall only approve payment of pre-approved medical reports.

Right to an Advocate b) i) the appellant shall at all times have the right to the advice and assistance of a SGEU representative; or
ii) the appellant may chose their own advocate at their own expense.

SGEU Supervisory Committee Members As Advocates SGEU Supervisory Committee members shall not act as advocates for claimant during the appeal process.

Travel Expenses c) Travel expense for the appellant and witnesses shall only be paid as follows:
i) any travel expenses incurred by the appellant to attend 4.3 c) or 4.3 d) appeals shall be paid as per SGEU rates and shall be calculated based from the workplace from which the claim was filed or the present residency of the claimant, whichever is closer to where the appeal is being held; and
ii) any travel expenses incurred by a witness to attend 4.3 d) appeals shall be paid as per SGEU rates and shall be calculated based from the workplace from which the claim was filed or the present residency of the witness, whichever is closer to where the appeal is being held.

Scheduling d) The processing of appeals shall be at such times as operational requirements permit.

Sequence e) Each step of the following appeal process shall be followed in sequence unless approved otherwise by the SGEU Supervisory Committee.

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4.3 Appeal Process of Entitlements

Initiating an
Appeal/Arbitration

- a) Notice of an appeal or arbitration shall be made in writing by the claimant or advocate to the SGEU Supervisory Committee within 30 calendar days from the date of letter notifying the claimant of the situation causing the appeal.

Step 1 – Pre-Appeal

- b) Upon receipt of an appeal:
 - i) a Pre-Appeal date shall be set; and
 - ii) the Pre-Appeal Committee shall make recommendations to the SGEU Supervisory Committee for final decision.

Step 2 - Supervisory
Appeal

- b) Upon receipt of an appeal:
 - i) a SGEU Supervisory Committee Appeal date shall be set; and
 - ii) the SGEU Supervisory Committee shall render its decision on the appeal in writing within 30 calendar days of the Appeal.

Step 3 - Arbitration

- c) The Benefit Plans Administrator shall cause an arbitration to be held before a single arbitrator within 90 calendar days of the SGEU Supervisory Committee's decision, unless otherwise mutually agreed to by the SGEU Supervisory Committee and the claimant.
- d) If the arbitration is not held within 90 calendar days the SGEU Supervisory Committee will refer it to the Provincial Council for direction.
- e) The single arbitrator shall render a written decision if possible within 60 calendar days.
- f) Arbitrations shall be scheduled 'first in, first out' unless authorized otherwise by the SGEU Supervisory Committee.

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4.4 Arbitrator/Arbitration of Entitlements

- | | |
|---------------------------|---|
| Arbitration Costs | a) SGEU shall pay reasonable costs of the arbitration. |
| Authority | b) The arbitrator shall not have the authority to add to, subtract from, or amend any of the Plan Text, or to award costs to either party. |
| Burden of Proof | c) The onus of proving an entitlement and other issues rests with the appellant. |
| Conditions of Decision | d) The decision of the arbitrator shall be final and binding on both parties, and shall not be reviewable by any court of law. |
| Evidence | e) In conducting the hearing, the arbitrator shall not take into account previous claims or medical reports that have not been adjudicated by the Plan's medical adjudicator in advance of the arbitration. |
| Disposal of Appeal | f) Subject to all other provisions in the Plan Text, the arbitrator shall have the power to dispose of any appeal by denying it in total; allowing it in total; or directing a settlement in accordance with the terms of the Plan which the arbitrator deems just and equitable. |
| Notice | g) The arbitrator shall give written notice of the time and place of the arbitration. |
| Presentations | h) At the arbitration, the arbitrator shall afford the appellant and the Plan reasonable opportunity to present evidence, cross-examine witnesses and make representations. |
| Proceedings | i) The arbitrator shall deal with all proceedings as informally and expeditiously as circumstances and fairness permit. |

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Rules of Evidence j) The arbitrator is not bound by any legal or technical rules of evidence and all decisions shall be based on evidence adduced at the hearing and considered credible in the circumstances of the case.

Delay of Arbitration k) An arbitration shall not be lost or delayed either by the appellant or the SGEU Supervisory Committee due to circumstances in filing the appeal if caused by factors found reasonable by the arbitrator.

4.5 Delay of Notification The SGEU Supervisory Committee may extend the 30 day limitations in filing the appeal if caused by factors found reasonable by the SGEU Supervisory Committee.

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Article: 5

Date: 04/01/04

Title: Membership In the Plan

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- 5.1 Becoming a Member** Bargaining units of SGEU shall become participants of the Plan by voting to join by secret ballot among all members of the bargaining unit. The decision will be that of the majority of those voting and shall be binding upon all members of the unit.
- 5.2 Effective Date** Effective date shall be the date of ratification. The effective date can be no earlier than January 1, 1983.
- 5.3 Coverage** Subject to payment of dues as required pursuant to Article 9:
- a) Coverage under the Plan for an eligible member shall take effect on the effective date or the date such member becomes eligible, if later, provided the person is actively at work on that date.
 - b) Coverage under the Plan for an eligible member who is not actively at work on the first day of eligibility, shall commence the day the member returns to active employment.
- 5.4 Maximum Age** A person who is under age 64 years and 35 weeks and a member of a participating bargaining unit may be eligible for entitlements under the Plan.
- 5.5 Out-Of-Scope**
- a) An out-of-scope employee of a participating bargaining unit who is granted associate membership status under the SGEU Constitution may apply for coverage under the Plan to the SGEU Supervisory Committee. The decision of the SGEU Supervisory Committee shall be discretionary and not subject to appeal.
 - b) The participating out-of-scope employee shall not be entitled to be a member of the SGEU Supervisory Committee and shall not be entitled to vote on any matter pursuant to the Plan Text or SGEU Constitution.

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- c) Subject to the above limitations, a participating out-of-scope employee shall be entitled to all other provisions of

the Plan including amendments thereto and shall be entitled to the same rights and privileges of all other members of the Plan.

5.6 Membership Termination

Membership shall terminate when any of the following occurs:

- a) the member reaches the age 64 years and 35 weeks;
- b) the member retires;
- c) the member's death;
- d) the date membership in a participating bargaining unit ceases;
- d) the last day of membership for which the member's dues have been paid; provided that:
 - i) membership continues upon payment of dues within 30 days as per Article 6; or
 - ii) the member is eligible to receive entitlements under the Plan; or
- f) the date the Plan is terminated.

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6.1 Leave of Absence With Pay A member of the Plan who is absent from employment while on approved leave of absence with pay shall be eligible for coverage under the Plan, subject to payments of dues as required as per Article 9.

6.2 Leave of Absence Without Pay a) A member who is on leave of absence without pay for any reason shall be entitled to extended coverage subject to the Eligibility payment of additional dues as required per Article 9.

Dues b) The additional dues collected during the member's last period of employment will determine the extended coverage to which the member is entitled.

Coverage Determination c) Extended coverage shall be determined by additional dues as per Article 9 collected during the member's last period of employment.

Calculations d) Extended coverage to the nearest day shall be calculated as follows (rounded to the nearest day):

Additional Dues collected x 365
1.25% of Gross Salary x 12
(As of July 1, 2003)

Commencement e) Extended coverage shall be measured from the day following the member's last day of employment with a participating bargaining unit.

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- 6.3 Leave of Absence Pregnancy Eligibility**
- a) A member of the Plan who takes leave of absence for reasons of pregnancy shall be entitled to extended coverage under the Plan subject to payment of additional dues as required as per Article 9.
- Entitlements**
- b) Entitlements shall be based on her gross salary immediately prior to the date the leave of absence commenced.
- Employment Insurance**
- c) No entitlements shall be payable for that period of time for which the member is entitled to receive entitlements provided by the Employment Insurance for maternity leave.
- 6.4 Leave of Absence One Year or Less**
- Extended coverage for an employer approved leave of absence of one year or less shall be mandatory.
- 6.5 Leave of Absence Beyond One Year**
- a) A member requesting to have coverage for a period of absence from employment for a period extending beyond one year must apply annually through their Human Resources.
- b) In no event shall approval be granted by the SGEU Supervisory Committee for such coverage for more than 5 successive years.
- 6.6 Application**
- a) In order to have coverage through a period of absence from regular employment, not pre-paid for by additional dues pursuant to Articles 9, a member shall, not later than 30 days after the leave of absence commenced, make application to the SGEU Supervisory Committee for approval of the extended coverage.
- b) Any such coverage shall be based upon the member's gross salary immediately prior to the date leave of absence commenced.

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**6.7 Leave of Absence
Sick Leave**

Should a member become totally disabled while absent from the member's regular employment and entitlements become payable under the Plan, such payment of entitlements shall be suspended for any period during which the member receives sick leave pay from the employer and resume after expiry of such sick leave pay if still totally disabled.

**6.8 Leave of Absence
Total Disability
Own Occupation**

To meet the definition of total disability as per Article 2 z) the member on leave shall provide medical evidence that s/he is disabled to the extent that the member cannot carry out activities for which leave was taken nor the activities pertaining to the member's regular occupation.

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7.1 Commencement of Entitlements

- a) The entitlement period for 'total disability' as per Article, 2.1 shall commence with the day following the last calendar day of expiry of the elimination period.
- b) Entitlements shall not be payable, for any period of time for which a member is in receipt of sick leave pay from the employer, retroactive to the commencement of the Plan on November 1, 1982.
- c) Sick leave entitlements remaining after the 119 days elimination period shall be part of the total disability own occupation 36 month period.

7.2 Suspension of Entitlements

Entitlements may be suspended when:

- a) The member does not submit the required medical information, or fails to submit to an examination as required by SGEU Supervisory Committee.
- b) The member does not participate and/or co-operate in an appropriate rehabilitation program as required by SGEU Supervisory Committee.

7.3 Notice of Suspension of Entitlements

The member shall receive immediate notice when entitlements are suspended.

7.4 Termination of Entitlements

Entitlements shall cease on the date which is the earlier of:

- a) The last day of the month in which the member becomes 65 years of age.
- b) When a member who qualifies for total disability as defined in Article 2.1) becomes 65 years of age.

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- c) i) In the case of a member who qualifies for total disability as defined in Article 2.1, aa), the last day of the month in which the member becomes 60 years of age, or;
 - ii) in the case of special circumstances of inadequate early retirement entitlements, such later date as shall be determined by the SGEU Supervisory Committee but in no case shall they be later than Article 7.4 a).
- d) Members applying for continued entitlements because of inadequate early retirement income shall be required to provide copies of previous income tax files and any other financial documents as requested by the SGEU Supervisory Committee.
- e) The date when the member does not qualify for total disability as defined in Article 2.1.
- f) The date of return to work.
- g) The last day of the month in which death occurs.
- h) The date the member does not submit required medical information, or fails to submit to an examination as required by the SGEU Supervisory Committee.
- i) The date the member does not participate and/or co-operate in an appropriate rehabilitation program acceptable to SGEU Supervisory Committee.
- j) The date employment with the bargaining unit ends for any reason other than disability.

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k) The date the member ceases to be an SGEU member for any reasons other than a severance of the employment relationship by the employer:

- i) Except in cases of dismissal for just cause, but not until the grievance process has been completed.
- ii) Notice shall be given of termination from the Plan on the date the termination is upheld if taken to arbitration.

l) A member attaining 35 years of pensionable service.

7.5 Notice of Termination of Entitlements

The member shall receive 60 calendar days notice when entitlements are terminated.

7.6 Payment of Entitlements

All entitlements shall be payable monthly at the end of the month and payment for a part of a month shall be determined on the basis of one-thirtieth of the monthly benefit for each day of the part month.

7.7 Termination of the Plan

a) In the event dues from the participating bargaining units as a whole cease for any reason, entitlements payable to totally disabled members shall be

limited to the then existing assets of the Plan until contributions recommence.

b) Entitlements not paid during a period of time described in Article 7.7 a) shall not be paid on a retroactive basis upon resumption of dues, unless the SGEU deems it possible given the advice of the Plan's Actuary.

7.8 Resumption of Entitlements

Upon resumption of dues and the advice of the Plan's actuary, entitlements may be paid retroactively.

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**8.1 Entitlements Prior
To or On
June 30, 1993**

- a) Members whose total disability commenced prior to or on June 30, 1993 shall receive income from all sources available of 66 2/3% of gross salary, as per Article 8.4;.
- b) The maximum monthly entitlement payable to a disabled member from the Plan shall not exceed 66 2/3% of gross salary.
- c) A disabled member who receives or is entitled to receive compensation from other sources as per Article 8.4, the monthly entitlement from the Plan shall be reduced to ensure that the sum of the Plan entitlement and other compensation equals 66 2/3% of gross salary.
- d) Any member who receives compensation from other sources as per Article 8.4 for the same disability which amounts to 66 2/3% gross salary or more shall receive no entitlement from the Plan.

**8.2 Entitlements
After June 30, 1993
To and including
June 30, 1999**

- a) Members whose total disability commenced after June 30, 1993 shall receive income from all sources available to the member of 75% of net salary, as per Article 8.4.
- b) The maximum monthly entitlement payable to a disabled member from the Plan shall not exceed 75% of net salary.
- c) A disabled member who receives or is entitled to receive compensation from other sources, as per Article 8.4, the monthly entitlement from the Plan shall be reduced to ensure that the sum of the Plan entitlement and other compensation equals 75% of net salary.
- d) Any member who receives compensation from other sources as per Article 8.4 for the same disability which amounts to 75% net salary or more, shall receive no entitlement from the Plan.

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8.3 Entitlements After June 30, 1999

- a) Members whose total disability commenced after June 30, 1999 shall receive income from all sources available to the member of 80% of net salary, as per Article 8.4.
- b) The maximum monthly entitlement payable to a disabled member from the Plan shall not exceed 80% of net salary.
- c) A disabled member who receives or is entitled to receive compensation from other sources, as per Article 8.4, the monthly entitlement from the Plan shall be reduced to ensure that the sum of the Plan entitlement and other compensation equals 80% of net salary.
- d) Any member who receives compensation from other sources as per Article 8.4 for the same disability which amounts to 80% net salary or more, shall receive no entitlement from the Plan.
- e) Entitlement calculation for 80% of net salary:

[Gross salary minus (Federal and Provincial Taxes, E.I. and C.P.P. statutory deductions for the member's salary level, and number of dependants)] x .80.

Note #1: C.P.P. and E.I. based on the member's gross salary level.

Note #2: Income Tax based on the number of dependants and shall include same sex spouse.

Note #3 All claimants whose entitlements are calculated as per Article 8 (80% of net) shall be required to complete a TD-1 form annually.

8.4 Income From Other Sources

In order to receive entitlements under the Plan, a member with a total disability shall apply for entitlements and pursue in good faith all rights of recovery for which s/he may be eligible from the following sources of compensation. Any

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compensation from an individual policy shall not be included for the purpose of the income from other sources.

Income from other sources shall include but not be limited to:

- a) Any sick leave entitlements remaining from the employer.
- b) Any income from the employer (excluding previously earned holiday pay, employer funded top-up) and any income that would have been earned prior to the LTD period but was paid during the LTD period.
- c) Any entitlement payable under the Canada or Quebec Pension Plans (excluding children's' benefits and spousal benefits). All claims payable on or after June 1, 1988 whose date of disability is prior to December 31, 1983, and whose salary, for entitlement purposes was determined by seasonal hours, shall not have entitlements reduced by the \$148.15 monthly C.P.P. adjustment implemented in 1987.
- d) Any income entitlements payable under the Workers' Compensation Act or other government plans, excluding the Employment Insurance Act, for the same disability.
- e) Any disability entitlement payable under any vehicle insurance plan, for the same disability.
- f) Any income entitlement payable from a company, union retirement, or pension plan as a result of the same disability.
- g)
 - i) Any compensation by way of an award of damages or settlement for wage loss granted or provided for the same disability sustained by the member against a party causing that disability.
 - ii) Any amount received by the member by way of settlement shall be deemed to include total wage loss,

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- iii) unless the member can demonstrate otherwise to the satisfaction of the SGEU Supervisory Committee.
- iv) A claimant shall not be entitled to compromise SGEU's share of the total wage loss claim without written consent from SGEU.

8.5 Right Of Subrogation

- a) Where a totally disabled member receives entitlements from the Plan or is eligible to receive entitlements from the Plan, SGEU upon assuming liability for the payment of those entitlements, is deemed to be an assignee of and is subrogated to all rights of recovery of the disabled member from a third party to the full extent of the entitlements paid or payable to the member pursuant to Article 8.4.

Legal Costs

- b) The member shall be responsible for all legal costs in pursuing SGEU's rights of subrogation.

Recovery From Other Sources

- c) The SGEU may exercise its rights of subrogation by any one or more of the following methods:
 - i) Reducing the monthly entitlement in advance of payment based on the actual or estimated monthly payments from other sources, and if the reduction is an estimate, SGEU will make such adjustments as are necessary after the actual amount of the payments are known.
 - ii) Suspending or terminating monthly entitlement not yet paid to the member.
 - iii) Requiring the disabled member to execute an irrevocable assignment and direction to pay all such amounts payable or receivable from other sources of compensation for the same disability.
 - iv) Bringing an action in its own name to recover the amount of the other compensation payable, or joining with the disabled member to bring an action in the name of the member for recovery of the compensation.
 - v) Where the member has received Plan entitlements and compensation from other sources, which together total more than the applicable percentage of gross or net

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salary paid or payable under Articles 8.1, 8.2 or 8.3, the amount of the Plan entitlement exceeding the applicable percentage of gross or net salary is an overpayment of entitlement and SGEU shall have the right to seek, from the member, reimbursement of that overpayment.

vi) In seeking this reimbursement, SGEU reserves the right to collect interest in accordance with the Pre-Judgement Interest Act.

vii) Any overpayment shall be considered a liquidated debt payable by the member to SGEU immediately upon receipt of the over-payment without demand by SGEU.

Cost of Recovery

d) The SGEU may commence legal action for the overpayment, interest and costs of recovery.

Interest on
Outstanding Debt

e) When a third party overpayment occurs, the Plan shall charge prime plus 3% on all outstanding amounts owed to the Plan and to be paid within 30 days of notice to claimant and this to be adjusted annually.

**8.6 Consumer Price
Index Increase**

a) On January 1 of each year, the amount of any monthly entitlement payable under the Plan before reduction for other compensation shall be increased by 50% of the quotient obtained by dividing the Regina/Saskatoon Consumer Price Index on October 31 of the preceding year by Consumer Price Index for one year earlier.

Entitlements Prior to

b) Commencing May 1, 1994, Claimants with dates of disability or on June 30, 1993 prior to or on June 30, 1993 shall not be eligible for Consumer Price Index increases until their entitlements are equal to 80% of net salary.

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8.7 Rehabilitative Employment

Rehabilitative
Employment

- a) During the three year own occupation period as defined in Article 2.1, z), rehabilitative employment shall be taxable earnings from employment that was developed or expanded following the commencement of Plan entitlements and approved by SGEU. Included shall be all self-employment, any part-time or full-time employment with present or alternate employers.

Entitlement Reduction b) The monthly Plan entitlement payable shall be reduced an amount equal to 50% of the increased monthly income (after tax) from the rehabilitative employment.

Extending
Entitlements

- c) Subject to prior written approval by the SGEU Supervisory Committee entitlements may be extended to a claimant who has accepted rehabilitative employment.

8.8 Gross Salary

Gross salary for determining the monthly entitlements as defined in Article 7 shall:

- a) the average regular monthly hours worked or deemed to have worked during the 12 months, or
- b) the period since date of employment in a participating bargaining unit if less, preceding the date total disability commenced, times the hourly rate of the member on the last day of work prior to the date of total disability, or
- c) the hourly rate when entitlements become payable from the Plan if higher but not including overtime or shift differential.

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8.9 Sick Leave Return to Work

A claimant shall be entitled to maximum of 15 days paid sick leave for the first year of the return to work subject to the following conditions:

- a) the entitlement shall commence on the first day of the return to work and shall be for a period of one year from that date;
- b) any portion of the sick leave entitlement remaining at the end of the year shall revert back to the Plan; and
- c) the claimant may be asked to provide documentation as to the nature of the illness.

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SGEU LONG TERM DISABILITY PLAN TEXT

Article: 9

Date: 04/01/04

Title: Dues

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9.1 Dues

Dues payable by a member shall be:

- a) 1.25% (which includes .10% special assessment) of gross salary as of July 1, 2003; and
- b) 1.25% (which includes .10% special assessment) of any retroactive payments as of July 1, 2003.
- c) That the special assessment of .10% to be reviewed annually.
- d) that all members who participated in a vote to join the Plan since the 2002 Annual Convention shall continue to pay the rate of 1.05% until March 31, 2004. Thereafter, these members shall pay the same rate of LTD dues as all other members.

9.2 Gross Salary Determination

Gross salary contributions shall be the average regular monthly hours worked (during the period for which the contributions are due) times the hourly rate of the member at the time the contributions are payable.

Hourly Rate

- a) The hourly rate including statutory holidays and vacation pay shall be applicable to the member pursuant to the Collective Bargaining Agreement between the employer and the member's participating bargaining unit.

Camp Differential

- b) Camp differential shall be included to calculate "gross salary".

9.3 Special Assessment

Subject to approval by SGEU Annual Convention, a gross salary special assessment may be approved on an annual basis.

9.4 Non-Permanent

Dues for non-permanent members shall be:

- a) calculated as per Articles 9.1, 9.2 and 9.3; and
- b) on the actual earnings received.

9.5 Labour Service/ Seasonal

Dues for labour service or seasonal members shall be deducted:

- a) on an average of the projected length of the work term;
- b) from each pay cheque;

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Date: 04/01/04

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- c) for any outstanding dues from the final pay cheque unless an agreement has been agreed to between the member and the SGEU Supervisory Committee; and
- d) as per Articles 9.1, 9.2 and 9.3.

9.6 Sick Leave While Receiving Pay

- a) Dues shall be payable during any period of sick leave for which the member receives pay from the employer.
- b) Dues shall be waived for any period when the member has been approved for entitlements from the Plan and is receiving sick leave benefits from the employer.

9.7 Elimination Period

Dues shall be payable during the elimination period.

9.8 Age 64

A member who has sufficient sick days to carry them to retirement shall not be required to pay long-term disability dues and shall continue to be a member of the Plan if otherwise eligible.

9.9 Sick Leave Retirement

The Plan shall not collect dues from those members, who demonstrate they have sufficient sick leave to carry them to retirement or to age 65.

9.10 Alternate Coverage

- a) Participating bargaining units may negotiate a mutual agreement with the SGEU Supervisory Committee to provide alternate LTD coverage providing that:
 - i) an additional assessment be placed on those participating bargaining units that negotiate/bargain sick banks with a cap; and
 - ii) members who are expected to be on leave of absence without pay or lay-off shall contribute additional dues including the additional assessment during their period of employment with a participating bargaining unit.

9.11 Collection of Dues

- a) Payment of basic dues and any special assessments shall be deducted by the employer.

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b) Other members shall pay dues directly to SGEU.

c) Dues shall be deemed to have been paid at the time of deduction or received by SGEU.

**9.12 Leave of Absence
One Year or Less**

A member on an employer approved leave of absence for one year or less shall pay dues.

9.13 During Appeal

Dues may not be collected from a member during the appeal process. Upon acceptance of the Plan or upon return to work, all outstanding dues shall be paid retroactively on a pro-rated per month basis.

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SGEU LONG TERM DISABILITY PLAN TEXT



Article: 10

Date: 04/01/04

Title: Recurrent Disability

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- | | |
|--|--|
| 10.1 Time Period Same Disability | A member with a total disability as defined in Article 2.1 and: <ul style="list-style-type: none">a) recovers and accepts any remunerative employment; andb) has recurrence of the same disability within one year of return to work shall be entitled to receive entitlements at the level as defined in Article 8 and at the same level as was previously paid.; andc) the elimination period shall be waived. |
| 10.2 Time Period Different Disability | A member with a total disability as defined in Article 2.1 and: <ul style="list-style-type: none">a) recovers and accepts any remunerative employment; andb) a totally different disability occurs within one month; thenc) the member shall be eligible for entitlements at the same level as previously paid.; andd) the elimination period shall be waived. |
| 10.3 Continuous Total Disability Own Occupation | A member recovers and accepts remunerative employment and: <ul style="list-style-type: none">a) returns to the Plan as defined in Articles 10.1 and 10. andb) was collecting entitlements in the total disability own occupation period; thereforec) any time spent in remunerative employment shall be deemed as continuous of the total disability own occupation period. |
| 10.4 Successive Period Total Disability | A successive period of total disability shall only be considered a recurrent disability when the duration of the absence is at least five (5) consecutive scheduled days of work. |

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Article: 11

Date: 04/01/04

Title: Application/Requirements For Entitlements

Page: 1 of 2

11.1 Conditions When Claiming Entitlements

To claim entitlements a member shall:

- a) Give written notice of disability to SGEU Supervisory Committee not later than 60 calendar days from the first day of any period of continuous disability.
- b) Provide proof of disability and such other information relative to the claim as required by SGEU Supervisory Committee.
- c) Provide the SGEU Supervisory Committee with medical evidence from a physician as to the cause, nature, and duration of such disability.
- d) If required by the SGEU Supervisory Committee:
 - i) undergo at the expense of the Plan, an examination;
 - ii) undergo therapy or treatment as recommended by a physician; and
 - iii) take such corrective measures as may be recommended and prescribed by a physician.

11.2 Additional Conditions

The Plan has the right to require a member who is receiving entitlements under the Plan to undergo an examination or treatment plan when and as often as deemed necessary by the SGEU Supervisory Committee, at the expense of the Plan.

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- 11.3 Failure to Give Notice** Failure to give notice of disability or to furnish proof of disability within the time as per Article 11.1 will not invalidate a claim provided that the claimant supplies:
- a) proof and relative information satisfactory to SGEU Supervisory Committee with respect to the exact duration, nature, and cause of the disability, not later than one year from the date of total disability; provided that the SGEU Supervisory Committee is satisfied of the specific extenuating circumstances which have medically prevented the claimant from making an application, in which event the one year may be extended;
 - b) a reason satisfactory to SGEU Supervisory Committee as to why the proof and other required information was not submitted within the time limits as per Article 11.
- 11.4 Discontinuation of Entitlements - Other Sources** In the event that a member has received entitlements from any other source referred to in Article 8, the member may claim entitlements pursuant to the Plan by giving written notice of disability to the SGEU Supervisory Committee;
- a) not later than 60 calendar days from the discontinuation of the prior entitlements for that same disability; or
 - b) such later date as is satisfactory to SGEU Supervisory Committee.
- 11.5 Denial of Entitlements - Other Sources** If a member's application for Canada Pension Plan Disability benefits, Workers' Compensation Act benefits, or any other form of insurance or entitlements as contemplated by the Plan has been denied, the claimant may be required at a later date to apply again for such entitlements.
- 11.6 Delay of Entitlements** Delay in the payment of entitlements pursuant to Article 10.1 and 10.2 shall not entitle the member to collect interest on any payments that eventually may be made to that member from the Plan.

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Article: 12

Date: 04/01/04

Title: Exclusions

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12.1 Exclusions - Entitlements

The Plan shall not provide entitlements for total disability resulting from:

Substance Abuse

Military Service

- a) war, whether declared or not, or any act of war;
- b) committing or attempting to commit a criminal offence for which the person is convicted;
- c) excessive use of either alcohol, drugs or gambling addiction unless the member is engaged in an active and continuing basis in a medically supervised program to correct such excessive use, and such program is begun by the member during the elimination period; or
- d) any loss incurred, injury sustained, or sickness contracted while a member is on full-time active duty (other than active duty for training purposes for a period of two months or less) as a member of any armed forces. (Dues shall be waived during this period.)

12.2 Exclusions - While Disabled

Entitlements shall not be payable during a period of total disability while:

- a) a member is in custody and is awaiting trial;
- b) a member is imprisoned due to conviction of an offence; or
- c) a member has established permanent residence outside Canada.

12.3 Acquittal - Retroactive Entitlements

If a member is acquitted of any offence, s/he shall be eligible for retroactive entitlements.

12.4 Interest - Retroactive Entitlements

A member shall not be entitled to interest on entitlements that become payable.

12.5 Exclusions - Dues Refund

The Plan shall refund on written request, any dues paid by or on behalf of a member for any period for which no coverage has been provided because of the exclusions contained in this Article.

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Article: 12

Date: 04/01/04

Title: Exclusions

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12.6 First 90 Days

Entitlements shall not be payable:

- a) for any loss incurred, injury sustained, or sickness contracted if such occurs during the first 90 calendar days of being a member in the Plan; and
- b) can be directly attributed to a condition that existed prior to membership in the Plan for which treatment was received, or drugs were prescribed by a physician, during the six (6) month period prior to membership in the Plan.

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Article: 13

Date: 04/01/04

Title: Entitlements Payable to Members

Page: 1 of 1

13.1 Assignments

Entitlements shall be payable:

- a) only to members entitled; and
- b) no assignment of entitlements made by a member shall be valid.

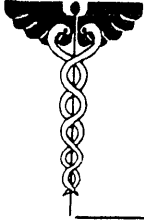
13.2 Incapacitated

In the event that a member is incompetent to administer their own affairs, entitlements may be made payable to the legally appointed and/or authorized representative.

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Article: 14

Date: 04/01/04

Title: Inadvertent Error

Page: 1 of 1

14.1 Inadvertent Error

An inadvertent error shall not be sufficient cause to invalidate a Member's claim for entitlements under the Plan. For purposes of this Article, "inadvertent error" shall include an error by an individual or individuals other than the Member claiming entitlements and would include errors such as:

- a) omission of the name of an eligible member from a list submitted to SGEU by an authorized person;
- b) failure to forward dues on time; or
- c) forwarding of incorrect dues to SGEU.

14.2 Excess Dues

Any excess dues forwarded to SGEU on behalf of a Member or dues forwarded for a person not eligible for coverage shall be returned upon receipt by SGEU of a written request.

14.3 Liability

There shall be no liability on SGEU for payment of any entitlements to persons for whom dues are paid when the membership conditions of the Plan were not satisfied.

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SGEU LONG TERM DISABILITY PLAN TEXT

Article: 15

Date: 04/01/04

Title: Plan Amendments, Termination

Page: 1 of 1

15.1 Amendments

The Plan may be amended by:

- a) a resolution adopted by a majority vote of the Annual Convention; or
- b) a resolution adopted by a secret ballot conducted among all members of the Plan in which a majority of those voting, vote in favour.

15.2 Effective Date

The effective date of amendments shall be the first day of the month following the month in which the vote occurs, except where otherwise provided.

15.3 Termination

- a) The termination of the Plan shall be without prejudice to claims originating prior to the date of termination.
- b) Entitlements shall be limited to the assets of the Plan at the termination date including the earnings thereon less expenses of the Plan.

15.4 Termination - Excess Funds

Excess funds shall be:

- a) distributed pro-rata to the members of the Plan based on dues paid; or
- c) by such other method of distribution as decided by SGEU.

15.5 Termination - Date

The Plan may be terminated effective on the next following anniversary date by a resolution adopted by a vote conducted among all members of the Plan. Such resolution shall be by secret ballot and shall be determined by the decision of the majority of those voting.

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