



Text of the
SGEU
Long Term Disability Plan

Approved by the Annual Convention

May 2010



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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- 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 SGEU LTD Plan according to their intent, the SGEU LTD Supervisory Committee may make regulations that are ancillary to and are not inconsistent with the SGEU LTD Plan.
- 1.5 Court Proceedings** No member shall be allowed to commence court action or proceedings against SGEU, SGEU LTD Supervisory Committee or any of its agents for recovery of benefits or for the discontinuation of benefits under the SGEU LTD Plan. All disputes in relation to entitlement to benefits shall be dealt with as per Article 4.
- 1.6 Vocational Rehabilitation** Vocational Rehabilitation services are mandatory. A member, at anytime required by the SGEU LTD Supervisory Committee, shall participate and co-operate in an approved vocational rehabilitation program. The Vocational Rehabilitation Counsellors have the authority to approve a one-time extension of a claim up to 90 days, if required, in order to facilitate the accommodation of individuals back into the workplace.
- 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 SGEU LTD Plan, with no loss in coverage if a majority of the members in the new bargaining unit are members of the SGEU LTD 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 SGEU LTD 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.

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 LTD Supervisory Committee to be the actuary for the SGEU LTD 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 SGEU LTD Plan.
"Arbitrator"	f) Shall mean a person chosen to settle a disagreement between the SGEU LTD 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 SGEU LTD Plan, and shall include periods of time during which payment of entitlements are suspended.
"Benefit"	g) Shall mean the non-taxable monetary entitlement payable to members whose LTD claims are approved as per the terms and conditions of the SGEU LTD Plan Text.
"Custodial Agents"	i) Shall mean a firm/company that holds, invests, and distributes the funds as directed by the SGEU LTD Supervisory Committee.
"Defined Pension"	j) 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"	k) Shall mean January 1, 1983.
"Elimination Period"	l) Shall mean 119 calendar days: <ul style="list-style-type: none">i) consecutive from the date total disability commences; orii) 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" m) Shall mean the services afforded by the SGEU LTD Plan to the member as per the terms and conditions of the SGEU LTD Plan Text.
- "Fund" n) Shall mean the fund established under the SGEU LTD Plan from which claims are payable. The fund shall be comprised:
- i) of dues paid by members of the SGEU LTD Plan;
 - ii) any other monies SGEU may pay into such fund; and
 - iii) the earnings of monies in the fund.
- "Gross Salary" o) Shall mean for benefit purposes normal remuneration received from the employer including camp differential and Northern District Allowance. For members who receive camp differential, shift differential, weekend premiums and sleepover allowance, all sick days used in the Gross Salary calculation shall be calculated with these differential payments included.
- "Injury" p) Shall mean accidental bodily injury sustained by a member of the SGEU LTD Plan which is not excluded elsewhere in the SGEU LTD 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 y.
- "Investment Accounts" q) 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" r) Shall mean a SGEU member who qualifies for coverage under the SGEU LTD Plan pursuant to Article 5.
- "Net Salary" s) Shall mean gross salary less statutory deductions for Federal and Provincial Taxes, EI and C.P.P.

- "Participating Bargaining Unit" t) 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 SGEU LTD Plan .
- "Permanent Resident" u) Shall mean a resident that has Canadian medical coverage currently recognized by Health Canada.
- "Physician" v) Shall mean a medical doctor who is licensed with the authority within the jurisdiction in which they practice.
- "Plan" w) Shall mean this complete document or text and shall also include such related written regulations, policies, procedures and rules for administration of the "SGEU LTD Plan" as adopted by the SGEU Annual Convention.
- "SGEU" x) Shall mean the Saskatchewan Government and General Employees' Union.
- "Sickness" y) Shall mean any sickness or disease of a member which is not excluded elsewhere in the SGEU LTD 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.
- "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:
 - ii) 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.
- "Supervisory Committee"
- bb) Shall mean that body as described in Article 3.5 and shall represent SGEU in all matters relating to the SGEU LTD Plan.
- 3.1 Administrative Responsibility**
- All matters relating to the administration, interpretation, overall operation, and application of the SGEU LTD Plan shall be the SGEU LTD Supervisory Committee's responsibility. Reference to Article 3 or elsewhere in the SGEU LTD Plan to any specified duties or actions to be carried out by the SGEU LTD Plan shall in no way limit the generality of Article 3.
- 3.2 Administration Agreement**
- The SGEU LTD Supervisory Committee may enter into an administration agreement for the purpose and function of delegating certain administrative functions connected with the SGEU LTD Plan.
- 3.3 Plan Expenses**
- All expenses connected with the administration of the SGEU LTD Plan shall be paid from the fund.
- 3.4 Plan Supervision**
- a) The SGEU LTD Plan shall be supervised by a committee of elected representatives named through their sectors from the participating bargaining units. This committee shall be known as the Long Term Disability Plan "Supervisory Committee"
- b) The SGEU LTD Supervisory Committee shall make final decisions on all aspects of the SGEU LTD Plan, subject to Annual Convention resolution, and in accordance with the SGEU Constitution.

3.5 SGEU LTD 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:

Public Service	9 members
Crowns	3 members
Health	3 members
Education	3 members
Community Services	2 members
Retail Regulatory	2 members

- Provincial Council a) The Provincial Council shall appoint a member to the SGEU LTD Plan Supervisory Committee.

3.6 SGEU LTD Supervisory Committee - Operation

- Annual Audit a) The SGEU LTD Supervisory Committee shall appoint a qualified auditor to annually audit all the financial transactions resulting from or relative to the operation of the SGEU LTD Plan.
- Actuary b) The SGEU LTD Supervisory Committee shall appoint an actuary to make an actuarial valuation of the SGEU LTD Plan as often as required by law or more often as approved by the SGEU LTD Supervisory Committee.
- Arbitrator
- Appointment c) The SGEU LTD 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 LTD Table Officers in consultation with the SGEU LTD Supervisory Committee's legal counsel shall review as required the need for single arbitrators and will recommend the names of arbitrators to the SGEU LTD Supervisory Committee for approval.
 - ii) Where feasible, arbitrators should be elected 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 SGEU LTD Table Officers.

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| Provincial Council | e) The SGEU LTD Supervisory Committee shall be a standing committee of the Provincial Council. |
| Consultants | f) The SGEU LTD Supervisory Committee in consultation with the Secretary/Treasurer may employ, engage or retain consultants and professionals, in respect to any matter relating to the SGEU LTD Plan, including administration/rehabilitation. |
| Custodial Agents | g) The SGEU LTD Supervisory Committee may appoint by written agreement, in consultation with the Secretary/Treasurer, one or more trust companies, firms or corporations to: <ul style="list-style-type: none">i) act as custodial agent of the fund or any portion thereof; andii) in that capacity to hold, administer, invest and distribute the fund. |
| Investment Management | h) The SGEU LTD Supervisory Committee may appoint by written agreement, in consultation with the Secretary/Treasurer, 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 LTD 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 LTD Supervisory Committee should meet every second month to conduct its business. Additional meetings may occur as needed. |
| Administrative Costs | k) The SGEU LTD Supervisory Committee may in consultation with the Secretary/Treasurer 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 SGEU LTD Plan is in an actuarial deficit, a participating bargaining unit that opts out of the SGEU LTD Plan or is voluntarily decertified shall pay a deficit recovery amount, calculated as follows:

Step 1

The SGEU LTD Plan shall determine the total membership in the SGEU LTD 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 SGEU LTD Plan, and deficit at time of withdrawal.

Step 2

The SGEU LTD Plan 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

The SGEU LTD Plan 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.)

Step 4

The SGEU LTD Plan 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 SGEU LTD 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 LTD Supervisory Committee providing a signed complaint has been received.
4.1 Right of Appeal of Entitlement	Any member of the SGEU LTD Plan may appeal the denial or termination of their entitlements under the SGEU LTD Plan or any other dispute arising out of Article 7.
4.2 Conditions for Appeal of Entitlements	
Cost of Additional Medical Evidence	a) The SGEU LTD 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 LTD Advocate; or ii) the appellant may choose their own advocate at their own expense.
SGEU LTD Supervisory Committee Members as Advocates	SGEU LTD Supervisory Committee members shall not act as advocates for any claimant during the appeal process.
Travel Expenses	c) Travel expenses 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 LTD Supervisory Committee.

4.3 Appeal Process of Entitlements

Arbitration
Exclusions

The following Supervisory Committee decisions are final and binding and are not subject to arbitration:

- Pension Bridge Funding formula application
- Timelines
- Overpayment repayment plans
- Benefit Calculations

Initiating an
Appeal/Arbitration

- a) Notice of an appeal or arbitration shall be made in writing by the claimant or claimant's advocate to the SGEU LTD Supervisory Committee, or designate, within 30 calendar days from the date of letter notifying the claimant of the situation causing the appeal, or within 30 calendar days of the end of the claim, whichever comes later.

Step 1 - Pre Appeal

- b) Upon receipt of an appeal, the BPA and advocates of the SGEU LTD Plan shall jointly review the file to ensure all documentation on the file is up to date and has or will be addressed prior to step 2 of the appeal process.

Step 2 - Supervisory
Appeal

- c) Upon receipt of an appeal:
 - i) a SGEU LTD Supervisory Committee Appeal date shall be set; and

- ii) the SGEU LTD Supervisory Committee shall render its decision on the appeal in writing within 14 calendar days of the Appeal.

- Step 3 - Arbitration
- d) The SGEU LTD Plan shall cause an arbitration to be held before a single arbitrator within 60 calendar days of the SGEU LTD Supervisory Committee's decision, unless otherwise mutually agreed to by the SGEU LTD Supervisory Committee and the claimant.
 - e) If the arbitration is not held within 60 calendar days the SGEU LTD Supervisory Committee will refer it to the Provincial Council for direction.
 - f) The single arbitrator shall render a written decision, unless otherwise agreed to by the parties, within 45 calendar days.
 - g) Arbitrations shall be scheduled 'first in, first out' unless authorized otherwise by the SGEU LTD Supervisory Committee.

4.4 Arbitrator/Arbitration of Entitlements

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| Arbitration Costs | a) The SGEU LTD Plan 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 SGEU LTD 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 SGEU LTD Plan which the arbitrator deems just and equitable.

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| Notice | g) The Plan Advocate shall give the arbitrator written notice of the time and place of the arbitration. |
| Presentations | h) At the arbitration, the arbitrator shall afford the appellant and the SGEU LTD 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. |
| 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 LTD 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 LTD Supervisory Committee may extend the 30 day limitations in filing the appeal if caused by factors found reasonable by the SGEU LTD Supervisory Committee. |
| 5.1 Becoming a Member | Bargaining units of SGEU shall become participants of the SGEU LTD 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 SGEU LTD 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 SGEU LTD 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 SGEU LTD 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 SGEU LTD Plan to the SGEU LTD Supervisory Committee. The decision of the SGEU LTD 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 LTD Supervisory Committee and shall not be entitled to vote on any matter pursuant to the SGEU LTD Plan Text or SGEU Constitution.
- c) Subject to the above limitations, a participating out-of-scope employee shall be entitled to all other provisions of the SGEU LTD Plan including amendments thereto and shall be entitled to the same rights and privileges of all other members of the SGEU LTD Plan.

5.6 Membership Termination

Membership shall terminate when any of the following occurs:

- a) The member reaches the age of 65 years;
- b) The member retires;
- c) The member's death;
- d) The date membership in a participating bargaining unit ceases;
- e) 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 SGEU LTD Plan; or

f) The date the SGEU LTD Plan is terminated.

6.1 Leave of Absence - With Pay A member of the SGEU LTD Plan who is absent from employment while on approved leave of absence with pay shall be eligible for coverage under the SGEU LTD 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 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

1.30% of Gross Salary x 12

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

6.3 Leave of Absence - Pregnancy a) A member of the SGEU LTD Plan who takes leave of absence for reasons of pregnancy shall be entitled to extended eligibility 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 LTD while on an employer approved leave of absence of one year or less shall be Mandatory, subject to payment of additional dues as required per Article 9.

- 6.5 Leave of Absence - Beyond One Year**
 - a) A member requesting extended LTD coverage beyond the first year of an approved leave of absence from employment must apply for a leave extension annually through their Human Resources department. If approved, member must pay additional dues as required per Article 9.

 - b) A member requesting extended LTD coverage beyond the first year of an approved leave of absence from employment must apply for approval for extension of coverage through the LTD Supervisory Committee.

 - c) In no event shall approval for extended coverage be granted by the SGEU LTD Supervisory Committee for more than 5 successive years including the first year of extended coverage.

- 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 LTD 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.

- 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 2.1 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.
- 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 SGEU LTD 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 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.
- 7.3 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 LTD Supervisory Committee.
 - b) The member does not participate and/or co-operate in an appropriate rehabilitation program as required by SGEU LTD Supervisory Committee.
 - c) The member fails to pursue income from other sources (ie – CPP, WCB, SGI).

7.4 Notice of Suspension of Entitlements

The member shall receive immediate notice when entitlements are suspended.

7.5 Termination of Entitlements

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

- a) The last day of the month when a member who qualifies for "Total Disability Own Occupation" as defined in Article 2.1 z) becomes 65 years of age.
- b)
 - i) The last day of the month when a member who qualifies for "Total Disability Any and All Occupations" as defined in Article 2.1 aa), becomes 60 years of age; or
 - ii) Members who qualify for LTD entitlements as per Article 2.1 aa) and whose entitlements cease as a result of the member reaching the age of 60 will be provided with bridge funding if the member's total combined income from all sources (per Article 8.3) and including an estimated 15 year single annuity pension is less than the SGEU LTD entitlements being received at the time of age 60, according to the following formula, until the last day of the month in which the member becomes 65 years of age.

$$\text{Funding Bridge} = \text{SGEU LTD Entitlements} - \text{Gross Income (from all sources)}$$

- c) Members applying for continued entitlements above will be required to provide copies of previous income tax files, an estimate of pension income based on a 15 year single annuity, and any other financial documents as requested by the SGEU Supervisory Committee.
- d) The date when the member does not qualify for total disability as defined in Article 2.1.
- e) The date of return to work.
- f) The last day of the month in which death occurs.
- g) The date the member does not submit required

medical information, or fails to submit to an examination as required by the SGEU LTD Supervisory Committee.

- h) The date the member does not participate and/or co-operate in an approved vocational rehabilitation program acceptable to SGEU LTD Supervisory Committee.
- i) The date employment with the bargaining unit ends for any reason other than disability.
- j) 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.

7.6 Notice of Termination of Entitlements

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

7.7 Termination of the SGEU LTD 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 SGEU LTD 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 LTD Plan deems it possible given the advice of the SGEU LTD Plan's Actuary.

7.8 Resumption of Entitlements

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

- 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 8.3.
 - b) The maximum monthly entitlement payable to a disabled member from the SGEU LTD 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 8.3, the monthly entitlement from the SGEU LTD Plan shall be reduced to ensure that the sum of the SGEU LTD Plan entitlement and other compensation equals 66 2/3% of gross salary.
 - d) Any member who receives compensation from other sources as per Article 8.3 for the same disability which amounts to 66 2/3% gross salary or more shall receive no entitlement from the SGEU LTD Plan.
- 8.2 Entitlements After June 30, 1993**
- a) Effective July 1, 1999, members whose total disability commenced after June 30, 1993 whose claim was still active as of June 30, 1999 or whose total disability commenced after June 30, 1999 shall be entitled to a maximum monthly benefit not exceeding 80% of their pre-claim net salary, as per Article 8.3.
 - b) A disabled member who receives or is entitled to receive compensation from other sources, as per Article 8.3, but excluding Article 8.6, the monthly benefit from the SGEU LTD Plan shall be reduced to ensure that the sum of the SGEU LTD Plan benefit and other compensation equals 80% of net salary. If, as a result of receiving income from other sources, the net resulting income is less than 80% of their pre-claim net salary the member shall advise the SGEU LTD Plan and the Plan shall provide additional monies to ensure the maximum monthly benefit is received.
 - c) Any member who receives compensation from other sources as per Article 8.3 for the same disability which amounts to 80% net salary or more,

shall receive no entitlement from the SGEU LTD Plan.

- d) The formula used for the 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: This is a formula only. It shall be used to calculate entitlement for all Members who apply for LTD.

Note #2: C.P.P. and E.I. based on the member's gross salary level. Income Tax is based on the exemption as reported by the employer on the Basic Information Form.

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.

8.3 Income From Other Sources

In order to receive entitlements under the SGEU LTD 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 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.
- i)
 - 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,
 - iii) unless the member can demonstrate otherwise to the satisfaction of the SGEU LTD Supervisory Committee.
 - iv) A claimant shall not be entitled to compromise the SGEU LTD Plan's share of the total wage loss claim without written consent from the SGEU LTD Plan.
- h) Any tax credits, including disability tax credits, that a member may be eligible for through the Canada Revenue Agency.

8.4 Right Of Subrogation

- a) Where a totally disabled member receives entitlements from the SGEU LTD Plan or is eligible to receive entitlements from the SGEU LTD Plan, the SGEU LTD Plan, 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 8.3.

Legal Costs

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

Recovery From Other Sources

- c) The SGEU LTD Plan 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 LTD Plan will make such adjustments as are necessary after the actual amount of the payments is 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 SGEU LTD Plan entitlements and compensation from other sources, which together total more than the applicable percentage of gross or net 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 LTD Plan shall have the right to seek, from the member, reimbursement of that overpayment.

vi) In seeking this reimbursement, the SGEU LTD Plan 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 the SGEU LTD Plan immediately upon receipt of the over-payment without demand by the SGEU LTD Plan.

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

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

8.5 Consumer Price Index Increase On January 1 of each year, the amount of any monthly entitlement payable under the SGEU LTD 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.

8.6 Vocational Rehabilitative Employment Earnings

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

Entitlement Reduction b) The monthly SGEU LTD Plan income entitlement payable shall be reduced by an amount equal to 50% of the increased monthly income (after tax) from the rehabilitative employment, until such time as the member's SGEU LTD Plan Entitlement and

Vocational Rehabilitative Employment Earnings equals the pre-disability net salary as determined in the initial calculation of benefits.

Extending Entitlements

- c) Subject to prior written approval by the SGEU LTD Supervisory Committee entitlements may be extended to a claimant who has accepted vocational rehabilitative employment.
- d) Upon approval by the SGEU LTD Supervisory Committee vocational rehabilitative earnings may be extended to a claimant under the Total Disability Any and All Occupation definition of the SGEU LTD Plan Text.

8.7 Gross Salary

Gross salary for determining the monthly entitlements as defined in Article 8 shall mean:

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

8.8 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 period shall commence on the first day of a full return to work and shall continue for a period of one year from that date;
- b) Upon notification of the sick day required, the employer shall be reimbursed by the SGEU LTD Plan for the Claimant's gross salary for that day;
- c) Any portion of the sick leave entitlement remaining at the end of the year shall revert back to the SGEU LTD Plan; and

- d) The claimant may be asked to provide documentation as to the nature of the illness.

8.9 EFAP Entitlement

A member who is in receipt of SGEU LTD entitlements and who has exhausted their employer sponsored EFAP program or who otherwise does not have access to an EFAP program shall be entitled to access the SGEU LTD EFAP Plan.

9.1 Basic Dues

Dues payable by a member shall be:

- a) 1.30% (subject to amendment pending the Annual Valuation of the SGEU LTD Plan) of gross salary.
- b) 1.30% of any retroactive payments.

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". For the purposes of calculating gross salary, camp differential, shift differential, weekend premiums and sleepover allowance will be deemed to have been paid on any sick leave taken during the calculation period.
- c) Northern District Allowance shall be included to calculate "gross salary".
- d) President's & Secretary/Treasurer Salary
For the purposes of determining Gross Salary under this Article, the SGEU President's gross salary shall include pay-loss and top up, honorarium and living allowance

9.3.1 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;
 - c) For any outstanding dues from the final pay cheque unless an agreement has been agreed to between the member and the SGEU LTD 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 SGEU LTD Plan and is receiving sick leave benefits from the employer.
 - c) Dues shall be waived for any period (during the members initial application to the SGEU LTD Plan) when the member is on an absence from work due to documented sickness and has ceased to be paid sick or other payments from the employer or is in receipt of EI sick benefits. In order to be eligible for such a waiver, dues must be paid up until the date of the start of the unpaid absence due to sickness.
- 9.7 Elimination Period** Dues shall be payable during the elimination period.
- 9.8 Age 64** A member who has attained the age of 64 shall not be required to pay dues but shall continue to be a member of the Plan if otherwise eligible.

- 9.9 Sick Leave - Rebate** Upon retirement, or reaching the age of 65 years, a member may apply to the SGEU LTD Plan for a rebate of SGEU LTD dues based on the following formula:
- LTD Dues rate times Gross daily salary times unused sick days = Excess Sick Leave Rebate.
- 9.10 Alternate Coverage**
- a) Participating bargaining units may negotiate a mutual agreement with the SGEU LTD 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.
 - b) Other members shall pay dues directly to the SGEU LTD Plan.
 - c) Dues shall be deemed to have been paid at the time of deduction or received by the SGEU LTD Plan.
- 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 Leave of Absence - Beyond One Year** A member approved for extended LTD coverage beyond the first year of an approved leave of absence from employment shall pay dues.
- 9.14 During Appeal** Dues may not be collected from a member during the appeal process. Upon acceptance to the SGEU LTD Plan or upon return to work, all outstanding dues shall be paid retroactively on a pro-rated per month basis.
- 10.1 Time Period - Same Disability** A member with a total disability as defined in Article 2.1 and:

- a) Recovers and accepts any remunerative employment; and
- b) 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; and
- c) 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:

- a) Recovers and accepts any remunerative employment; and
- b) A totally different disability occurs within one month; then
- c) The member shall be eligible for entitlements at the same level as previously paid; and
- d) The elimination period shall be waived.

10.3 Continuous Total Disability - Own Occupation A member recovers and accepts remunerative employment and:

- a) Returns to the SGEU LTD Plan as defined in Articles 10.1 and 10.2; and
- b) Was collecting entitlements in the total disability own occupation period; therefore
- c) Any time spent in remunerative employment shall be deemed as continuous of the total disability own occupation period.

10.4 Successive Period of 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.

11.1 Conditions When Claiming Entitlements To claim entitlements a member shall:

- a) Give written notice of disability to the SGEU LTD Supervisory Committee no later than one year 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 the SGEU LTD Supervisory Committee.
- c) Provide the SGEU LTD Supervisory Committee with medical evidence from a physician as to the cause, nature, and duration of such disability.
- d) If required by the SGEU LTD Supervisory Committee:
 - i) undergo at the expense of the SGEU LTD 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 SGEU LTD Plan has the right to require a member who is receiving entitlements under the SGEU LTD Plan to undergo an examination or treatment plan when and as often as deemed necessary by the SGEU LTD Supervisory Committee, at the expense of the SGEU LTD Plan.

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 LTD 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 the SGEU LTD 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 LTD 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 SGEU LTD Plan by giving written notice of disability to the SGEU LTD 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 LTD Supervisory Committee.
- 11.5 Denial of Entitlements - Other Sources** Once accepted onto the SGEU LTD Plan, 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, at the written request of the Plan, shall be required to appeal such denial, or may be required at a later date to apply again for such entitlements. The Plan shall upon request of the member provide the services of the Plan Advocate or Claimant Advocate in this appeal. Refusal to appeal as requested will result in the suspension or termination of SGEU LTD Plan benefits.
- 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 SGEU LTD Plan.
- 12.1 Exclusions - Entitlements** The SGEU LTD Plan shall not provide entitlements for total disability resulting from:
- 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) 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 Military Service

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, as per the residency requirements of the Canada Health Act.
- 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 SGEU LTD 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.
- 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 SGEU LTD Plan; and
 - b) can be directly attributed to a condition that existed prior to membership in the SGEU LTD Plan for which treatment was received, or drugs were prescribed by a physician, during the six (6) month period prior to membership in the SGEU LTD Plan.
- 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.

- 14.1 Inadvertent Error** An inadvertent error shall not be sufficient cause to invalidate a Member's claim for entitlements under the SGEU LTD 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 the SGEU LTD Plan by an authorized person;
 - b) Failure to forward dues on time; or
 - c) Forwarding of incorrect dues to the SGEU LTD Plan.
- 14.2 Excess Dues** Any excess dues forwarded to the SGEU LTD Plan on behalf of a Member or dues forwarded for a person not eligible for coverage shall be returned upon receipt by the SGEU LTD Plan of a written request.
- 14.3 Liability** There shall be no liability on the SGEU LTD Plan for payment of any entitlements to persons for whom dues are paid when the membership conditions of the SGEU LTD Plan were not satisfied.
- 15.1 Amendments** The SGEU LTD 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 SGEU LTD 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 SGEU LTD Plan shall be without prejudice to claims originating prior to the date of termination.

- b) Entitlements shall be limited to the assets of the SGEU LTD Plan at the termination date including the earnings thereon less expenses of the SGEU LTD Plan.

**15.4 Termination
- Excess Funds**

Excess funds shall be:

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

**15.5 Termination
- Date**

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