

LTD Policy

Saskatchewan Government and General Employees' Union

Effective Date: *1 January 1983*

Revision Date: *May 1, 2025*



Contents

Introduction.....	2
Definitions.....	3
Definitions of Disability.....	5
Administration	6
Eligibility	7
LTD Benefit.....	8
Vocational Recovery and Rehabilitation Plans.....	10
Deductions, Offsets, and Overpayments.....	11
Recurrence	13
Exclusions and Limitations.....	14
Review and Appeals	15
End of LTD Benefits	18
Inadvertent Error.....	19
Amendments and Termination	20

Introduction

The Saskatchewan Government and General Employees' Union (SGEU) Long-Term Disability Plan is dedicated to ensuring that eligible SGEU Members receive the income protection and necessary services they need if they are disabled due to illness or injury. This plan serves as a safeguard for members, providing crucial support to maintain dignity, security, and quality of life during times of disability.

This LTD Policy outlines the circumstances and criteria for a Member to be eligible for LTD Benefits.

This LTD Plan is entirely funded by Member Premiums.

Definitions

Accommodation – An arrangement agreed to by the SGEU LTD Plan, the Employer and the Member in which part of the Member's duties, tasks or hours are adjusted as a result of the Member's medically supported limitations and restrictions.

Actively at Work – A Member is working in the location expected and required by the Employer, or absent due to scheduled shifts, approved vacation, weekends, or statutory holidays, and is not considered disabled under this Policy.

Approved Leave of Absence – A period of absence from work for which the dates are fixed by legislation, or mutual agreement between the associate and their employer.

Claimant Advocate – Provides advocacy services to a claimant. Services may include but are not limited to representation at appeal and arbitration, assistance with applications, assistance with Canada Pension Plan applications or appeals, and other insurance appeals.

Disability/Disabled – see Section 3.

Date of Disability – The first full day the Member has been medically unable to perform the essential duties of their Regular Occupation as per Section 3.

Premiums – The premium required to be paid by a Member to maintain the ability to qualify for LTD Benefits.

Effective Date – January 1, 1983

Elimination Period – the time between the onset of the Disability and the start of the LTD Benefit payment period. The Elimination Period under this Policy is 119 days from the Date of Disability. See LTD Benefits - Section 6 for additional information.

Gross Salary – See Section 6 - LTD Benefit

LTD Benefit – The non-taxable monetary payment to members whose LTD claims are approved as per the terms and conditions of the SGEU LTD Policy.

LTD Benefit Period – The period of consecutive days during which a Member is eligible to receive LTD Benefits, including periods of time during which payment of LTD Benefits are suspended.

Member – Any individual that is eligible for coverage as specified in the Eligibility section.

Net Salary – Gross salary less statutory deductions for federal and provincial taxes, EI, and CPP.

Participating Bargaining Unit – Bargaining units of SGEU that have voted to join the SGEU Long-Term Disability Plan and have long-term coverage provided by this Plan.

Physician / Nurse Practitioner – A health care provider, in good standing, licensed to practice in Canada.

Plan (LTD Plan, the Plan) – The SGEU LTD Plan including this Policy and all associated documents, policies, procedures and practices and Plan management activities.

Plan Advocate – Represents the Plan in appeals and arbitrations and may provide assistance to claimants in questions and processes related to the LTD Plan.

Policy (LTD Policy, the Policy) – This policy, as a component of the SGEU LTD Plan.

Regular Occupation – Refers to the occupational category that includes the Member's regular occupation and essential duties. The general requirements of the occupation are described by the National Occupation Classification (NOC) information provided by the Government of Canada. Essential duties are defined by the employer, if they fall outside or have different essential requirements than the occupational classification outlines.

SGEU – The Saskatchewan Government and General Employees' Union.

SGEU LTD Table Officers – The body as elected by the Supervisory Committee to conduct the business of the Supervisory Committee between Supervisory Committee meetings.

Supervisory Committee – The body shall represent the SGEU LTD Plan in all matters relating to the SGEU LTD Plan.

Administrative Services Only (ASO) Provider – An organization contracted by the SGEU LTD Plan to review and assess LTD Benefit eligibility for Members applying for LTD Benefits. For those on an approved disability claim, the ASO provider will also provide ongoing case management support, including the identification and coordination of interventions (as needed), with focus on returning to function and work.

Transitional Rehabilitation Plan – also referred to as gradual return to work (GRTW) plans, a temporary arrangement agreed to by the LTD Plan, the Employer and the Member, which may include reduced hours, modified duties, or alternate duties. The goal of transitional work is typically to return to the pre-disability job or similar with the employer.

Definitions of Disability

3.1 First 36 Months (Own Occupation)

During the Elimination Period and for the first 36 months following the Elimination Period, a Member is considered Disabled if a restriction or lack of ability due to an illness or injury prevents the Member from performing the essential duties of their Regular Occupation.

Sick leave entitlements being paid following the 119-day elimination period shall be included in the 36-month period.

3.2 Beyond 36 Months (Any Occupation)

Beyond the first 36 months and Elimination Period and up to the maximum date (see Section 12 - End of LTD Benefits), a Member is considered Disabled if a restriction or lack of ability due to an illness or injury prevents the Member from performing the essential duties of their Regular Occupation and any occupation for which the Member:

- can medically and functionally perform;
- is or may reasonably become qualified, by training, education or experience; and,
- can earn an income at least 80 per cent of net pre-disability earnings.

3.3 Loss of license

Any license that is required for work but lost due to any reason other than the disabling condition will not be considered in assessing disability. A Member will not be considered Disabled solely because a permit or license has been withdrawn or not renewed.

3.4 Availability of work

Occupations identified in assessing ongoing LTD Benefit eligibility must exist within the province of Saskatchewan, or in the province or territory that the Member now resides. Availability of work is not considered.

Administration

4.1 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 Section 4 or elsewhere in the SGEU LTD Plan or LTD Policy to any specified duties or actions to be carried out by the SGEU LTD Plan shall in no way limit the generality of Section 4.

For additional information on the administration of the LTD Plan, associated Premiums, financial accounting and management, and/ or group eligibility contact ltd@sgeu.org.

Eligibility

5.1 Coverage

All Members, including Term / Temporary, Casual, and Contract members, of SGEU holding permanent positions in participating bargaining units are eligible to submit claims for this LTD benefit following 30 days of continuous employment.

The Member must be Actively at Work to be eligible. If the Member is not Actively at Work on the first day of eligibility, coverage begins on the day the Member returns to be Actively at Work.

A Member under the age of 64 years and 35 weeks and is a member of a participating bargaining unit is eligible to submit a claim for LTD Benefits under this Policy.

5.2 Leaves of Absence

Members on an approved leave of absence from employment will have mandatory coverage and be responsible for remitting premiums directly to the SGEU LTD Plan for the duration of the leave of absence directly to the LTD Plan for up to one year.

Labour Service Members will have mandatory LTD coverage for the duration of their lay-off period and leaves of absence. Premiums will be remitted from their pay during their working period.

5.3 Extended Coverage

A Member of the Plan who is eligible for coverage may request extended coverage during an Approved Leave of Absence (with or without pay).

Extended coverage is subject to approval by the LTD Plan. Extended coverage requests must be submitted prior to the expiry of coverage (prior to one-year end date of coverage on leave of absence) in writing prior to the LTD Plan.

Extended coverage may be extended for up to a maximum of 12 months.

The LTD Table officers will determine the maximum duration of the extended coverage and advise on the requirements for handling of Premiums during the extension.

5.4 Termination of Coverage

Coverage will terminate when any of the following occurs when the Member (Member's):

- a) Reaches the age of 65 years;
- b) Retires;
- c) Dies;
- d) Participating bargaining unit ceases to participate;
- e) No longer satisfies any of the required conditions of Coverage Eligibility as outlined in 5.1.

LTD Benefit

6.1 Elimination Period

Prior to the LTD Benefit being payable, the Member must be Disabled for a 119-calendar day Elimination Period.

If Disability is not continuous over the 119 calendar days, the Elimination Period will be accumulated to satisfy the 119 calendar days. Each interruption must be no more than 14 calendar days in length otherwise, a new Elimination Period must begin.

Participation in an approved Transitional Rehabilitation Plan is not considered an interruption to the Elimination Period.

6.2 Duration of LTD Benefits

LTD Benefits will continue as long as the Member remains Disabled as defined above, and meets all provisions outlined in this Policy.

LTD Benefits will end on the earliest of the dates outlined in the Section 12 - End of LTD Benefits.

6.3 Amount of LTD Benefits

LTD benefit amount is equal to 80 per cent of the pre-disability Net Salary.

The LTD Benefit is non-taxable and payable monthly at the end of the month. Any payments due in arrears will be paid on the next scheduled date. Payment for a partial month will be determined based on one-thirtieth of the monthly LTD Benefits for each day of the partial month.

Should a Member receive, or be entitled to receive, compensation from other sources included in Section 8, the monthly LTD Benefits from the SGEU LTD Plan shall be reduced such that the Member's sum compensation during the LTD period does not exceed 80% of the Member's pre-disability Net Salary.

6.4 Gross Salary Determination:

Gross Salary shall mean, for LTD benefit purposes, the Member's regular base pay received from the Employer, including camp differential and northern district allowance.

As applicable, northern district allowance, camp differential, shift differential, weekend premiums, and sleepover allowances shall be included to calculate "Gross Salary". Overtime is not included. 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.

For the purposes of this Policy and any associated LTD Benefits, Gross Salary shall be the average regular monthly hours worked during the period for which the contributions are due, or the last 12 months, whichever is shorter, times the regular hourly rate of the Member as of the last day worked.

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.

President and 1st Vice President's Salary – for the purposes of determining Gross Salary under this Section, the SGEU president's Gross Salary shall include pay-loss and top up, honorarium and living allowance.

6.5 Annual Indexation of LTD Benefits

LTD Benefit amounts will be indexed on October 31 of the preceding year by the same percentage as the change in the Consumer Price Index for one year earlier.

To receive the annual CPI increase (if applicable) to the LTD Benefit, the member must be receiving LTD Benefits on, or before, December 31 of the previous calendar year.

The increase shall be capped to a maximum of 2.5 per cent.

6.6 Notice and Proof of Claim

To be eligible to be considered for LTD Benefits, a Member must provide appropriate notice and proof of claim no later than one year after the Date of Disability.

Notice and proof of claim consists of at minimum a Member Statement and Attending Physician's Statement.

6.7 Additional Benefits

Sick Leave – Return to Work

Claimants are entitled to a maximum of 15 days (120 hours) of paid sick leave for the first year following the resolution of their transitional return to work and closure of their claim. The claimant may be asked to provide documentation as to the nature of the illness.

Counseling

Claimants who have exhausted their employer sponsored Employee Family Assistance Program (EFAP) or who otherwise do not have access to an EFAP shall be granted up to 12 sessions of counseling/year to a licensed counseling practitioner. The claimant is responsible to source and acquire access to the treatment provider.

Vocational Recovery and Rehabilitation Plans

The SGEU LTD Plan values the opportunity to support and accommodate the unique medical and functional needs of Members in the workplace. This LTD Plan encourages and requires participation in safe and sustainable rehabilitation plans. Members are responsible for participating in reasonable rehabilitation plans, when presented. Transitional and Rehabilitation Plans will be developed, coordinated, and approved between the ASO provider and SGEU Vocational Rehabilitation Officer. These plans will be developed in accordance with medical needs of the claimant as identified by their medical care team.

These plans include:

Transitional Rehabilitation Plan

The goal of a transitional rehabilitation plans (gradual return to work plans) is to support the Member while they return to productive employment or occupation. These plans will have a start and end date and may include modified duties or schedules.

See Section 8 – Deductions, Offsets and Overpayments for how income received from a transitional rehabilitation plan is considered when calculating the LTD Benefits payable to a Member.

Rehabilitation Support Plans

The SGEU Vocational Rehabilitation Officer can identify treatment programs that can promote return to work or increases in level of function for claimants. Treatment program recommendations and financial support may include, but are not limited to, work hardening, counseling and therapy, physical rehabilitation programs, ergonomics, occupational therapy, and other professional resources as determined in the scope of the vocational assessment and approved by the LTD Plan.

Costs associated with not attending scheduled assessments or appointments will be the responsibility of the Member.

Deductions, Offsets, and Overpayments

8.1 Offsets

The LTD Benefits are directly reduced by income received from any of the following sources:

- a. Any eligible sick leave benefits remaining from the employer.
- b. Any income from any employer paid during the LTD period (excluding vacation earned prior to the leave, employer funded top-up).
- c. Any income benefits paid under the Canada or Quebec Pension Plans (excluding children's and spousal benefits).
- d. Any income replacement or wage loss paid under the *Worker's Compensation Act* or other government plans for the same disability, regardless of employer.
- e. Any disability or wage loss benefit paid under any motor vehicle insurance plan for the same disability.
- f. Any income paid from a company, union retirement, or pension plan that the Member is eligible for as a result of the same disability.
- g. 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 third party causing that disability.

Benefits payable to the Member on behalf of their dependents due to the Member's disability are excluded and will not reduce the amount payable to the Member.

Members are required to apply for all disability income for which they may be eligible. If the Member may be eligible, but does not apply, an estimated benefit amount will be calculated and offset from the LTD Benefit payable. This requirement includes applying for Canada Pension Plan disability income whether or not the Member is in receipt of retirement income, as CPP allows for conversion and/or receipt of disability benefits in certain circumstances.

8.3 Rehabilitation Income

Earnings received from an approved transitional rehabilitation plan will not be used to reduce the LTD Benefit amount unless the total of the rehabilitation income and the LTD benefit amount exceeds 100 per cent of the pre-disability Net Salary.

8.4 Overpayments

The SGEU LTD Plan has the irrevocable right to recover any amount of LTD Benefits that have been overpaid for any reason, including error. If an overpayment has been determined, the ASO provider will collect the overpayment at the direction of the LTD Plan. A Member can request a reasonable repayment plan, which will be reviewed and approved at the discretion of the SGEU LTD Supervisory Committee.

8.5 Recovery from Third Parties (Subrogation)

Where a totally disabled Member receives LTD Benefits from the SGEU LTD Plan or is eligible to receive LTD Benefits from the SGEU LTD Plan, the SGEU LTD Plan, upon assuming liability for the payment of those LTD Benefits, 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 LTD Benefits paid or payable to the Member pursuant to Section 6 – LTD Benefits.

Recurrence

If, following an LTD claim where LTD Benefits were paid, and the Member was deemed no longer Disabled under this Policy, the Member is once again deemed Disabled under the Policy if the cause is:

- a) the same or related to the previous disability and occurs within 12 months of the date when the Member was no longer deemed Disabled, the disability will be considered a recurrence. The LTD claim will be re-opened and the Member will not need to satisfy another Elimination Period.
- b) the same or related to the previous disability and occurs after 12 months of the previous LTD claim closing, a new date of disability will be established. Eligibility and the Elimination Period must be satisfied again.
- c) new or unrelated, a new date of disability will be established. Eligibility and the Elimination Period must be satisfied again.

Any successive period (recurrence) of total disability shall only be considered a recurrent disability under this Policy when the duration of the absence is at least five (5) consecutive scheduled days of work.

Exclusions and Limitations

10.1 Exclusions

The SGEU LTD Plan shall not provide LTD Benefits for total disability resulting from:

- a) Service in the armed forces, or war.
- b) Participation in a criminal act, public confrontation, riot, insurrection or civil disorder;
- c) Any accident or injury occurring while operating a motor vehicle under the influence of an impairing substance or where impairment levels are in excess of the legal limit in the jurisdiction in which the accident occurred;

Pre – Existing Conditions - Entitlements shall not be payable:

- a) For any Disability 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 month period prior to membership in the SGEU LTD Plan.

10.2 Acquittal – Retroactive LTD Benefits

If a Member is acquitted of any offence, they shall be eligible for retroactive LTD Benefits, provided they meet all other eligibility requirements and no other limitations or exclusions

10.3 Limitations

No LTD Benefits will be payable under this Policy during periods when the Member:

- a) Is not Disabled as per the definition in this Policy;
- b) Is not under the regular care of a regulated healthcare practitioner in Canada in good standing, appropriate to treat or oversee the treatment of the disabling condition.
- c) Does not follow medical advice and any reasonable prescribed treatment.
- d) Does not make reasonable efforts to recover from an illness or injury, including participating in rehabilitation or return to work programs;
- e) Does not return to reasonable, suitable or accommodated work that is within their abilities;
- f) Does not provide medical and / or functional information as requested for the assessment and management of the disability claim;
- g) Does not participate in an independent medical evaluation or functional, cognitive or vocational evaluation(s) as requested;
- h) Is imprisoned or confined in a similar institution;
- i) Travels outside of Canada unless prior written approval is provided by the SGEU LTD Plan. While outside of Canada, the Member must continue to meet all other requirements of this Policy to continue to receive LTD Benefits.

10.4 Interest – Retroactive LTD Benefits

A Member shall not be entitled to interest on LTD Benefits that become payable.

Appeals and Arbitration

11.1 Right of Appeal – Claim decision

Any Member of the SGEU LTD Plan may appeal denial of benefits or termination of their claim under this Policy.

11.2 What Can be Appealed

The following decisions are eligible for appeal:

- a) Denial of LTD benefits based on medical or policy criteria (i.e. adjudication denials / terminations);
- b) Timelines (i.e. late claim applications; and late appeal requests)
- c) Canada Pension Plan Disability timelines
- d) Periods of unpaid benefits due to suspensions

11.3 Conditions of Appeal

Request for Appeal – a written request must be received from the claimant within 30 calendar days from the date of the letter notifying the claimant of the decision causing the appeal, or within 30 calendar days from the end of the claim, whichever comes later.

Cost of Additional Medical Evidence – All costs incurred in obtaining additional medical documentation to support an appeal shall be paid by the Member, unless requested by the LTD Plan.

Right to the Claimant Advocate

- The Member has the right to seek advice and assistance from an SGEU Claimant Advocate.
- An SGEU Claimant Advocate will be assigned to the Member at the time the appeal is requested.
- The Member may choose their own advocate (not an SGEU LTD Advocate) at their own expense. Travel or other costs associated with a privately chosen advocate will not be covered by the LTD plan.
- Members of the SGEU LTD Supervisory Committee shall not act as an Advocate for any claimant during the appeal process.

Travel Expenses – Member's travel expenses to attend an appeal hearing or arbitration will be reimbursed at SGEU rates to the Member by the LTD Plan.

Requested or subpoenaed witness travel expenses will be reimbursed at SGEU rates based on the current residence of the witness. No mileage will be paid if the witness resides in the same city as the appeal hearing.

Scheduling – Appeals will be scheduled as operational requirements permit.

11.4 Delay of Notification

The SGEU LTD Supervisory Committee may extend the 30-day appeal submission deadline if the delay is caused by reasonable factors, as determined by the Committee.

11.5 Appeal Process

The appeal process outlined in this section must be followed in the sequence described unless otherwise approved by the SGEU LTD Supervisory Committee.

Step 1 – Pre-Appeal Review – Upon receipt of an appeal, the Director of Disability Management Services and the Claimant Advocate shall jointly review the claim to:

- Ensure the claim information is complete and up to date.
- Confirm the appeal is eligible as per Section 11.2

Step 2 – Table Officers and Supervisory Committee Appeals

Depending upon the appeal reason, a hearing date will be scheduled with either the Table Officers or the SGEU LTD Supervisory Committee.

If the matter is an appeal to the Table Officers, the Member is not present, the Claimant Advocate will represent the interest of the Member.

The Committee shall issue a written decision within 14 calendar days of the hearing.

Step 3 – Arbitration

The following decisions made by the SGEU LTD Supervisory Committee can be appealed to an arbitrator:

- a) Denial of LTD benefits based on medical or policy criteria (adjudication denials), or
- b) Periods of unpaid benefits due to suspensions.

When requested, an arbitration shall be scheduled within 60 calendar days of receiving written notice from the Member or their advocate, unless an extension is granted by the LTD Table Officers.

Arbitrations are scheduled on a first-in, first-out basis, or as determined by the SGEU LTD Plan. If an arbitration cannot be held within 60 calendar days, the matter will be referred to the SGEU LTD Committee for direction.

The arbitrator shall issue a written decision within 45 calendar days of the hearing, unless otherwise agreed.

11.6 Arbitration of LTD Benefits

Arbitration Costs – The SGEU LTD Plan shall pay reasonable costs of the arbitration.

Arbitrator's Authority – The arbitrator shall not have the authority to add to, subtract from, or amend any of the Policy, or to award costs to either party.

Burden of Proof – The onus of proving an entitlement and other issues rests with the Member.

Conditions of Decision – The decision of the arbitrator shall be final and binding on both parties and shall not be reviewable by any court of law.

Scope of Evidence – Only adjudicated medical documentation will be considered; unadjudicated reports shall not be admissible. No prior claims can be included.

Disposal of Appeal – The arbitrator may:

- Deny the appeal entirely
- Approve the appeal entirely
- Propose a settlement consistent with the terms of the LTD Plan deemed just and equitable.

Notice of Arbitration – The Plan Advocate shall give the arbitrator written notice of the time and place of the arbitration.

Hearing Procedures – The arbitrator shall allow both the Member, via the Claimant Advocate and Plan Advocate to:

- Submit evidence
- Cross-examine witnesses
- Present arguments and case law

Informality and Efficiency – Arbitration proceedings shall be conducted as informally and expeditiously as fairness allows.

Rules of Evidence – The arbitrator is not bound by any legal or technical rules of evidence. All decisions shall be based on credible evidence presented at the hearing.

Flexibility in Filing for an Arbitration – Arbitrations shall not be denied if the deadline has been missed providing the delay is deemed reasonable by the arbitrator.

Section 12

End of LTD Benefits

For Members receiving LTD Benefits, payments will cease on the earliest of the following dates:

- a) when the Member is no longer Disabled.
- b) when the Member stops providing proof of continued disability.
- c) the last day of the month the claimant turns 65.
- d) the last day of the month of the Member's death.
- e) when the Member retires or accesses, withdraws or transfers any of their employer pension.

Payments may also cease during any period as outlined in Section 10 – Exclusions and Limitations.

Section 13

Inadvertent Error

13.1 Inadvertent Error

An inadvertent error shall not be sufficient cause to invalidate a Member's claim for LTD Benefits under the SGEU LTD Plan. For purposes of this Section, "inadvertent error" shall include an error by an individual / individuals, or the SGEU LTD Plan itself, 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 premiums on time; or
- c) Forwarding of incorrect premiums to the SGEU LTD Plan

13.3 Liability

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

Section 14

Amendments and Termination

14.1 Termination

- a) The termination of the SGEU LTD Plan shall not affect claims originating prior to the date of termination, nor claims with a date of disability prior to the termination date.
- b) LTD Benefits 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.

14.2 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.