



**The
Manitoba
Teachers'
Society**

Long Term Disability Benefits Plan

Effective date: This Plan Document is to be made effective on December 1st 2016, and replaces earlier Plan Documents dated September 1, 2011, October 1, 2010, June 1, 2008, June 1, 2007; June 1, 2005; June 1, 2004; June 1, 2003; June 1, 2002; June 1, 2001; June 1, 1995 and February 9, 1989.

Accepted for the Provincial Executive of The Manitoba Teachers' Society by:



President



Date



General Secretary



Date

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Foreword

Long Term Disability Benefits Plan

This Plan Document describes the Long Term Disability Benefits Plan insured by The Manitoba Teachers' Society for its members, as well as other employees of public school boards or educational facilities in Manitoba and staff of The Manitoba Teachers' Society. The Plan is governed by policy WSII.A.5.a.1 and WSII.A.5.a.2. The Provincial Executive delegates the administration and operations of the Plan to the Long Term Disability Benefits Plan Committee.

**Amended June 1, 2008 See Appendix B.*

**Changed June 1, 2003 See Appendix B.*

**Added June 1, 2001*

Objective of the Plan

The Plan is dedicated to assisting eligible members through periods of disability in a manner that will attempt to assure, in a consultative approach, maximum rehabilitation both medically and vocationally to assist the eligible members, when possible, to return to work, while providing the disabled member with financial security at a cost that is reasonable to the premium-paying member.

**Amended June 1, 2007 See Appendix B.*

Table of Insurance

Waiting Period

The waiting period shall be the greater of 80 regular working days or the expiration of paid sick leave entitlement.

**Changed June 1, 2003. See Appendix B*

Initial Assessment Period

The Initial Assessment Period shall be the waiting period plus the next 24 months of disability.

**Changed June 1, 2006 See Appendix B*

Benefit Amount

Shall be 80% of pre-disability take home pay if benefits are non-taxable or 62% of pre-disability gross earnings if benefits are taxable. Benefit Amount and taxability of benefits are shown opposite each eligible employee group in Appendix "A" of this Plan Document.

**Changed June 1, 2002 See Appendix B*

Pension Contribution Benefit

Unless excluded by law*, in addition to the Benefit Amount, teachers and employees of The Manitoba Teachers' Society only, are eligible for a percentage of monthly earnings required for contribution to the Teachers' Retirement Allowances Fund or The Manitoba Teachers' Society Staff Pension Fund. This Pension Contribution Benefit shall be paid directly to the Teachers' Retirement Allowances Fund Board or The Manitoba Teachers' Society Staff Pension Fund on behalf of the eligible employee.

**Changed June 1, 2004 See Appendix B*

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Maximum Cost of Living Percentage Adjustment

3%

**Changed June 1, 2002 See Appendix B*

Survivor Benefit

**Deleted. See Appendix B.*

Taxability

All benefits are non-taxable. Benefits are taxable only if the employer makes a contribution towards premium.

**Changed June 1, 2006 See Appendix B*

Maximum Benefit Period

Any benefits payable under this Plan shall be paid, while disability continues subject to all the terms and conditions of this Plan document, for a Maximum Benefit Period as shown below:

- (a) for employees who are contributors to the Teachers' Retirement Allowances Fund or The Manitoba Teachers' Society Staff Pension Fund, the last day of the month in which the claimant attains age 60 or the last day of the month in which the claimant accumulates 30 years of pensionable service, whichever occurs later, but in no event past the employee's 65th birthday;

**Changed June 1, 2007. See Appendix B.*

- (b) for all other employees to age 65.

**In June 2004, The Teachers' Pension Act was amended such that those teachers receiving a disability income under a group insurance plan were no longer required to make contributions to the Teachers' Retirement Allowances Fund. Consequently after June 30 2004, the Disability Benefit Plan is not required to remit monthly pension contributions on the behalf of teacher claimants.*

Section 1: Definitions

Long Term Disability Benefits Plan

The Manitoba Teachers' Society Long Term Disability Benefits Plan, hereinafter referred to as the Plan, is governed by policy WSII.A.5.a.1 and WSII.A.5.a.2. The Provincial Executive delegates the administration and operations of the Plan to the Long Term Disability Benefits Plan Committee.

**Amended June 1, 2008.*

**Added June 1, 2001.*

Employer

Means any organization or entity listed as an Employer in Appendix "A".

Employee

Means any person employed by one of the employers listed in Appendix "A", provided that person's occupation falls within one of the Eligible Employee Groups listed opposite that person's employer in Appendix A and subject to the insuring requirements for that class of employee.

Insuring Requirements

(1) For Teachers

Means that in order to be eligible for coverage under this Plan, the teacher must be signed to a contract with one of the Employers listed in Appendix "A", and the duration of that contract must be at least 40 working days during a school year. Should the signed contract not include a specific term of employment, then the teacher shall become eligible for coverage on the 41st working day of employment. In addition, the teacher must be employed at a minimum equal to 0.3 of a full-time position on a regular basis.

**Added June 1, 2006.*

(2) For Non-teachers

Means that in order to be eligible for coverage under this Plan, the non-teaching employee must be employed with one of the Employers listed in Appendix "A", and the duration of that employment must be at least 40 working days or longer. Should that employment not include a specific term of employment, then the non-teaching employee shall become eligible for coverage on the 41st working day of employment. In addition, the non-teaching employee must be employed at a minimum equal to 0.5 of a full-time position on a regular basis.

**Changed June 1, 2000. See Appendix B.*

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Eligible Employee Group

1. Means a group of employees classified by an Employer as belonging to a specific job group, collective bargaining unit or otherwise identifiable employee unit and listed opposite that employer in Appendix "A".
2. Substitute Teachers are not an eligible employee group covered under this Plan.

**Added June 1, 2007.*

School Year

For the purposes of the Long Term Disability Benefits Plan, the school year shall commence July 1 and end on the next following June 30.

**Added June 1, 2001.*

Substantially Employed

For the purposes of the Long Term Disability Benefits Plan shall mean the minimum employment required for coverage by the Plan.

**Added June 1, 2001.*

Section 2: Insuring Provisions

Covered Employees

All active employees insured immediately prior to January 1, 1995 by The Manitoba Teachers' Society Plan Document dated February 1, 1989, shall automatically be insured according to the terms and provisions of this Plan document.

For all new employees hired by a participating employer after January 1, 1995 coverage under this Plan shall be mandatory, provided said employees satisfy the meaning of Employee, meet the Insuring Requirements and fall within an Eligible Employee Group, as defined in Section I of this Plan Document.

Effective Date

All eligible employees shall be covered immediately from their first day of active employment with an Employer, or as soon as they meet the Insuring Requirements as defined in Section I of this Plan document. If an employee is absent from work, for any reason, on the date their employment was set to commence, then coverage under this Plan will not take effect until that employee first reports to active work. However, any eligible employee whose coverage previously terminated as a result of an absence due to a non-disabling injury or illness (as defined by the terms of this Plan document) must return to active employment for a period of 20 working days before coverage will become effective.

**Changed June 1, 2001. See Appendix B.*

Pre-existing Conditions

1. "Pre-existing condition" means: disability arising from illness or injury for which an employee has obtained medical care during the 90 day period before his or her coverage became effective (the effective date of coverage). Medical care is considered to be obtained when an employee consults a physician, is diagnosed by a physician, uses medication on the advice of a physician, or receives other medical services or supplies.
2. A pre-existing condition will not render an employee ineligible for coverage if disability starts after:
 - a) the employee has been continuously insured for one year; or
 - b) the employee has not had medical care for the illness or injury for a continuous period of 90 days ending on or after the date the insurance took effect.

**Added June 1, 2007.*

Late Applicants

Any eligible employee not covered by The Manitoba Teachers' Society Plan Document dated February 1, 1989 and who was not automatically covered by the terms and conditions of this Plan Document on its effective date may subsequently become covered once all of the following conditions are satisfied:

1. application for coverage must be made by the eligible employee;
2. evidence of insurability, satisfactory to the DBP Committee must be submitted.

Coverage for late applicants will take effect on the date the application is approved by the DBP Committee, provided the employee is then actively at work. The DBP Committee may also deny coverage at its sole discretion.

**Amended June 1, 2008. See Appendix B.*

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Premium Payment

Any employee group participating in this Plan acknowledges that coverage for eligible new employees within their group is mandatory and that continued coverage for the group is extended subject to the acceptance of this condition. Implicit with this acceptance is acceptance of the condition that where an employee contribution to premium is one of the terms agreed to for entry of that employee group into this Plan, then that condition shall be binding on each of the eligible employees within that employee group and those eligible employees are therefore required to make the necessary premium contribution. The DBP Committee reserves the right to declare ineligible all employees within an employee group should any member of that employee group not pay the required premium.

**Amended June 1, 2008. See Appendix B.*

Changes in Amounts of Insurance

Changes in an employee's amount of insurance will take effect immediately, except in the following situations:

1. No change will take effect during a period of disability, except as noted in 2. below;

**Changed June 1, 2001. See Appendix B.*

2. Changes in insurance due to changes in monthly earnings under a negotiated contract will take effect on the date the contract becomes effective, but only when the negotiated contract has an effective date which is retroactive to a period of time prior to the expiry of the waiting period.

Actively at Work

Means the employee is not disabled and actually reports to work at the normal place of employment and performs her or his normal duties.

Termination of an Employee's Insurance

An employee's insurance will terminate on the earliest of the following dates:

1. the date that this Plan document terminates;
2. the due date of the first premium to which the employee has not made a required contribution;
3. the date the employee ceases to be eligible according to the terms of this Plan document;

**Changed October 1, 2010. See Appendix B.*

4. (a) for employees who are contributors to the Teachers' Retirement Allowances Fund (TRAF) or The Manitoba Teachers' Society Staff Pension Fund, the last day of the month in which the claimant attains age 60 or the last day of the month in which the claimant accumulates 30 years of pensionable service as determined by TRAF, including service as a public school teacher in Canada whichever is later, but in no event any later than 80 regular working days prior to the employee's 65th birthday,

(b) for all other employees, 80 regular working days prior to the employee's 65th birthday;
5. the date the employee's employment terminates, except that a teacher whose employment terminates on June 30 for reasons other than retirement, shall be extended coverage until August 31 of the same year;

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6. on the date an employee retires;
7. on the date an employee is granted a leave of absence by the employer for either a type of leave or duration of leave not considered eligible under the terms of this Plan document;
8. 31 days after the date that an employee ceases to be disabled, according to the terms of this Plan document, if the employee fails to return to work following a period of disability satisfactory for the receipt of benefits under the terms herein;
9. 31 days following the expiration of the Waiting Period for an employee who is absent from work due to an accident or illness, where that accident or illness does not qualify the employee for benefits under the provisions of this Plan document; or
10. in the case of a non-teaching employee who is laid-off on June 30, and the date of recall falls after the commencement of the subsequent fall term; coverage will terminate effective with the June 30 lay-off and shall not be reinstated until the employee returns to active employment.
11. the date that an employee, on a leave of absence, becomes substantially employed, by an employer not covered in Appendix A and where employment is not part of a vocational rehabilitation plan approved by the Long Term Disability Benefits Plan.

**Added June 1, 2001.*

Special Rules Covering Criminal Offenses

Benefit payment will not be made for a period of disability where the disability is due to, or results from, the commission or attempted commission of a criminal offense. An employee who becomes disabled shall be entitled to receive benefits under the terms of the Plan, but such benefit payment will terminate immediately when it is determined that the employee was guilty of an offense if it is determined that the disability arose directly or indirectly from the commission or attempted commission of the offense. In that event, coverage will be deemed to have ceased on the last day worked and no further benefits will be payable to that employee unless the employee returns to work and again meets all the terms and conditions of the Plan. The DBP Committee reserves the right to pursue repayment of benefits paid where the disability arose directly or indirectly from the commission or attempted commission of a criminal offense.

**Amended June 1, 2008. See Appendix B.*

Eligible Leaves of Absence

Notwithstanding anything to the contrary contained in the Termination of an Employee's Insurance provision, coverage for all employees shall be continued and premiums must be paid if an employee is granted a leave of absence and the leave period does not exceed a total of 24 months. Full coverage shall be maintained and premiums must be paid for the duration of a teacher assignment with the Department of National Defense.

**Added June 1, 2001.*

Section 3: Benefit Provisions

Assessment Authority

The Long Term Disability Benefits Plan has full authority for the assessment of a person's entitlement to benefits.

Disability

The benefits under this Plan Document are for disability periods that start while a person is insured.

During the Initial Assessment Period

During the initial assessment period, an employee shall be considered disabled when that employee, because of illness or injury, is unable to perform that employee's occupation in a manner consistent with the regular and customary requirements of that occupation.

After the Initial Assessment Period

After the initial assessment period, a person is considered disabled if illness or injury prevents that person from being gainfully employed.

Gainful Employment

Gainful employment means work:

1. a person is medically able to perform;
2. for which the person has at least the minimum qualifications;
3. that provides income of at least 60% of pre-disability gross monthly earnings adjusted for inflation; and
4. that exists either in Manitoba or the current province or territory of residence.

The availability of work will not be considered in assessing disability.

Disability Period

A disability period is:

1. the waiting period; plus
2. the benefit period.

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Waiting Period

The Waiting Period starts when the employee first becomes disabled and lasts, if disability is continuous, for the period specified in the Table of Insurance.

If disability is not continuous, the number of days the employee is disabled will be accumulated to satisfy the waiting period as long as:

1. the employee is disabled and absent from work for at least 80 of the first 100 regular working days following the first day's absence from work for reason of disability; and
2. the disabilities which cause an absence from work arise from the same illness or injury.

Benefit Period

A benefit period is:

1. the period of time after the waiting period during which the person is continuously disabled and meets all the terms and conditions of the Plan; plus
2. if the disability is not continuous, any period of time during which the disability is considered to be a recurrence.

**Changed June 1, 2005. See Appendix B*

Recurrence

After the waiting period, a disability is considered a recurrence if:

1. It arises from the same illness or injury and starts within 6 months after the previous disability ends; or
2. It arises from an unrelated illness or injury and starts within 1 month after the previous disability ends.

Monthly Earnings

Monthly earnings for benefit calculations are 1/12th of the person's annualized insured earnings in effect the day before the disability benefit period started.

Monthly Earnings for Part-time Teacher Contracts

Teachers employed on a part-time contract will have their Benefit Amount calculated based on their pre-disability annualized earnings, divided by 12. This rule will apply equally to teachers employed on a part-time contract, who work full-time for a portion of the school year, in order to complete the terms of their contract of employment.

Leave of Absence

If an employee is on a leave of absence when disability commences, then monthly earnings will be based on the annual earnings in effect on the day before the leave started.

Overtime, Bonuses and Commissions

Overtime, bonuses and commissions will not be included in monthly earnings.

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Take-Home Pay

Take-home pay means the person's monthly earnings less deductions for federal and provincial income taxes, employee EI contributions, employee CPP contributions plus employee contributions to the Teachers' Retirement Allowances Fund or any other pension plan to which the employee contributes as part of employment with the employer. The deductions for taxes are the amounts an employer would be required to withhold from an employee's monthly earnings assuming taxable income equals annual earnings less the basic personal exemption. The personal exemption and tax rates used are those in effect the day before the disability or leave of absence started.

Disability Income Benefits

A disabled person is entitled to income benefits after the waiting period ends and for as long as the benefit period lasts. No disability income benefits are payable for the waiting period itself.

Amount Payable

The amount payable is the sum of:

1. the benefit amount less the reductions, if any, required under the offset and rehabilitation incentive provisions, plus
2. the pension contribution benefit, if any.

Pension Contribution

The pension contribution benefit for a member of The Manitoba Teachers' Society Staff Pension Fund is the percentage of monthly earnings required for contribution to the fund.

**Changed June 1, 2004. See Appendix B.*

Other Income

The income used in the offset provision is the income payable for the same period as the disability income benefit under this Plan document.

Except for retirement benefits, all income is considered payable when a person is entitled to it, whether or not it has been awarded or received. If the person was instructed to make an application for benefits, but does not comply, the Long Term Disability Benefits Plan will have the right to estimate it according to the terms of any plans or legislation involved. Retirement benefits are considered payable when they are actually received. If income is payable in a lump sum, the amount used will be the portion payable for loss of income during the benefit period.

Offset Provision

Under this provision, the person's disability income benefit is reduced by the following income:

**Amended December 1, 2016. See Appendix B.*

1. Disability or retirement benefits to which the employee is entitled under:
 - (a) the net amount of Canada Pension Plan Disability Benefits defined as the gross benefit less federal and provincial income tax;

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- (b) the Quebec Pension Plan; or
- (c) a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan;

**Amended June 1, 2006. See Appendix B.*

except for increases that take effect after the benefit period starts, or benefits payable to the employee for dependents of that employee.

2. Benefits under any Workers Compensation Act or similar law except for:
 - (a) permanent partial disability awards that were payable for each of the 12 months before a disability period; and
 - (b) benefits related to employment with another employer.
3. Loss of income disability benefits available through legislation, except for Employment Insurance benefits.
4. Where permitted by law, automobile insurance benefits paid or payable for loss of income. Such benefits will include those specifically mandated by the terms of coverage or legislation, as well as any other loss of income benefits included as part of a final settlement of claim.
5. Any lump sum early retirement incentive paid by an employer, except that only 50% of the lump sum settlement will be offset over the lesser of 12 months or the remaining period of disability payable under the terms of this Plan.
6. Subrogation
Where disability income benefits become payable with respect to a claimant who has a right to recover damages from any individual, corporation or organization, the Plan will be subrogated to the rights of recovery of the claimant against such individual or organization to the extent that the Disability Income Benefits are paid or payable whether or not the claimant achieves full recovery of their loss.

In order to qualify for or maintain Disability Income Benefits, the claimant may be required at the discretion of the plan to sign a subrogation agreement if requested to do so by the Plan.

Whether or not a subrogation agreement has been signed, the claimant shall reimburse the Plan up to the amount of any benefit paid or otherwise payable under the Plan out of the damages recovered, which amount shall include any lump sum or periodic payments on account of past, present or future loss of income.

The claimant shall notify the Plan as soon as any action is commenced against any third party which involves a claim which would otherwise be payable under this benefit, and shall provide the Plan information including copies of all relevant documentation, of any judgment or settlement of such claim. Unless the prior approval of the Plan has been obtained, no such settlement of any claim against the third party shall be binding upon the Plan.

In the event a lump sum payment is made under a judgment or a settlement for loss of future income or for future periodic lump sum benefits which might otherwise be payable under this Plan, and the claimant fails to reimburse the Plan to the extent of the benefits paid, no benefits will be paid by the Plan until such time as the disability income benefit which would otherwise be payable under this Plan equals the amount received under the judgment or settlement.

If the third party damage claim is settled prior to trial of the action, the Plan shall be reimbursed in any amount that reasonably reflects the benefits that would otherwise be payable under this Plan, on account of past, present and future income without regard to the terms of the settlement that may have been agreed to by the claimant and the third party.

**Added June 1, 2006.*

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7. Employment income or disability benefits related to any employment, except for:
 - (a) any amount that is related to employment other than with the employer and that was payable for each of the 12 months before a disability period
 - (b) income from an approved rehabilitation program. This income is considered under the rehabilitation incentive provision.

Rehabilitation Incentive Provision

Earnings received from an approved rehabilitation program are not used to reduce a person's income benefit unless those earnings, income from this Plan, and the income described under the offset provision would exceed:

1. for taxable benefits, 100% of the claimant's monthly gross earnings
2. for non-taxable benefits, 100% of the claimant's take-home pay

If it does, the disability income benefit is reduced by the amount in excess of 100%.

3. *Where claimants are beyond 24 months of benefit and have received an Administrative approval when:*
 - a) *They have reached a point of maximum medical recovery*
 - b) *That rehabilitation efforts have been exhausted in extending their return to work*
 - c) *That their Case Manager and the Disability Claims and Rehabilitation Administrator deem them to be permanently disabled.*

*A claimant's income from the portion of Return to Work and the Disability benefit can exceed 100% of pre-disability income but cannot exceed 100% of that claimant's current FTE salary.
(Revised Sept 1st 2011)*

Inflation Protection

Inflation Protection is provided according to the terms shown below.

**Amended June 1, 2002. See Appendix B.*

Assessment

In assessing a person's ability to be gainfully employed, the Long Term Disability Benefits Plan will multiply the claimant's pre-disability monthly earnings by the Consumer Price Index factor.

Recalculation

The amount payable will be recalculated for inflation protection on September 1st next following the receipt of 24 months of benefits. At this time the following amounts will be multiplied by the Cost-of Living adjustment factor:

1. The benefit amount; and
2. The income limit under the rehabilitation incentive provision.

Consumer Price Index Factor

The Consumer Price Index factor for an assessment or recalculation date is the ratio of:

1. The Consumer Price Index as of the April 30 preceding the September 1 implementation date;
to
2. The Consumer Price Index as of 12 months before the date determined in 1. above.

The Consumer Price Index means the all-item Consumer Price Index for Canada.

Cost-of-Living Adjustment Factor *See Table in Appendix B.*

The Cost-of-Living Adjustment factor for a recalculation date is the lesser of:

1. 50% of the Consumer Price Index factor for that date; and
2. 1.03 compounded annually for the 12-month period from start of the disability period to the recalculation date.

Changes to the Consumer Price Index

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If there is a change in the method of calculating the Consumer Price Index:

1. The Consumer Price Index will be used for the period preceding the change; and
2. An appropriate measure of inflation which has been determined by the DBP Committee will be used for the period after the change.

**Amended June 1, 2008. See Appendix B.*

Benefit Guarantee

The terms of the Inflation Protection clause will never be used to reduce an employee's Benefit Amount.

Rehabilitation Benefits

Rehabilitation Program

A rehabilitation program means a training or work related activity that:

1. can be expected to facilitate a return to the disabled person's own occupation or other gainful employment;
2. provides opportunities that are designed to prevent disability claims ♦ to any member of the Plan; or
3. is recommended or approved by the Long Term Disability Benefits Plan.

In considering whether or not a rehabilitation program is appropriate, the Long Term Disability Benefits Plan will assess such factors as the expected duration of disability, and the level of activity required to facilitate the earlier possible return to employment. For teachers, a rehabilitation program could include working less than full time in their previous teaching capacity, full or part-time teaching in a different teaching position, or full or part-time work or trial employment in any reasonable occupation. For non-teaching employees a rehabilitation program could include full or part-time work in their pre-disability employment or any other reasonable full or part-time work or trial employment. These statements are not intended to limit in any way a rehabilitation program that may be approved for any disabled employee.

**Changed June 1, 1996. See Appendix B.*

♦ This does not refer to the Early Intervention Program

♦ If a person does not participate or cooperate in a rehabilitation program that has been recommended or approved by the Long Term Disability Benefits Plan, that person will no longer be entitled to benefits on either a current or future basis for any disability existing during the current Benefit Period. Unless otherwise authorized, disabled persons must make themselves available for rehabilitation programs in the province of Manitoba. The Long Term Disability Benefits Plan may consider a rehabilitation plan in other parts of Canada subject to the Plan's ability to make arrangements deemed reasonable.

**Added June 2001.*

Time Commitment

The duration of a rehabilitation program must be approved by the Long Term Disability Benefits Plan. Once approved, a person's benefit period is guaranteed for that duration as long as that person continues to participate and cooperate in the program.

Re-employment Benefit

If a rehabilitation program involves training rather than employment, the benefit period will be extended to the end of the Individual Written Rehabilitation Plan (IWRP).

**Changed June 1, 2001. See Appendix B.*

Expense Benefit

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The Long Term Disability Benefits Plan may authorize payment for expenses, other than usual employment expenses, associated with a rehabilitation program.

Expenses claimed under this provision must be pre-authorized by the Long Term Disability Benefits Plan.

Survivor Benefit

**Amended June 30, 1996. See Appendix B.*

Reconciliation of Earnings

Teachers, because of the terms of their employment, earn their annual salary over a 10-month period. How they receive that salary from their employer is not always consistent with the basis in which it is earned. Left unrecognized this could result in either an overpayment or underpayment from the terms of this Plan. To prevent this occurrence, a reconciliation of salary will be conducted on the June 30 immediately following the commencement of benefits, and on the date benefits from this Plan terminate. Following reconciliation, and only if necessary, an adjustment will be made to the Benefit Amount which would otherwise be payable, to reflect the actual amount of lost earnings. Should the reconciliation show that an underpayment from this Plan has occurred, the Benefit Amount will be increased by a proportionate amount. Conversely, where an overpayment is identified, the Benefit Amount will be reduced by a proportionate amount.

General Limitations

No benefits will be paid for:

Rehabilitation Programs

1. Any period in which the person does not consent to, participate in, or cooperate in any independent medical or vocational assessments deemed necessary by the Long Term Disability Benefits Plan or any other investigations deemed necessary by the Long Term Disability Benefits Plan.

**Changed June 1, 2006. See Appendix B.*

Substance Abuse

**Amended to delete in 1999. See Appendix B.*

Reasonable and Customary Treatment

3. Any period in which the person does not participate or cooperate in a reasonable and customary treatment program.

A reasonable and customary treatment program is systematic treatment that:

- (a) is performed or prescribed by a legally licensed doctor of medicine; and
- (b) is of the nature and frequency usually required for the condition involved; and

**Amended to delete (c) in 1999. See Appendix B.*

The Long Term Disability Benefits Plan may at its sole discretion, require the treatment program be supervised by a legally licensed medical Specialist.

**Amended June 1, 2001. See Appendix B.*

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Leave of Absence, Lay-Off

4. The scheduled duration of a leave of absence or lay-off plus the waiting period, if disability starts after the leave or lay-off began.

Canadian Residency

5. In order to facilitate and ensure compliance with the obligation to participate in a reasonable and customary treatment program and to participate in a rehabilitation program recommended or approved by the Long Term Disability Benefits Plan, claimants who will be out of Canada for a period in excess of three consecutive months are required to:
 - (i) advise their Case Manager in advance of their intended departure date and of the period when they expect to be outside of Canada;
 - (ii) meet with their Case Manager to review matters relating to their treatment program and, if applicable, their rehabilitation program, and their availability to participate in any recommended or approved rehabilitation program.

**Changed June 1, 2006. See Appendix B.*

Prison Confinement

6. A period of confinement in a prison or similar institution.

War, Insurrection, Riots

7. Disability arising from war, insurrection or voluntary participation in a riot.

Section 4: Claims Provisions

Notice of Claim

To permit prompt assessment and early participation in rehabilitation programs, initial notice of claim shall be submitted by either claimant/employee or the employer of the claimant/employee no later than twelve months after disability commences.

**Amended June 1, 2006. See Appendix B.*

No benefits will be payable

For claims for which initial notice is submitted more than 12 months after the earlier of:

1. the end of the waiting period; and
2. the date this Plan document terminates.

Proof of Claim

Benefits under this Plan document will only be payable for periods for which the Long Term Disability Benefits Plan has received satisfactory proof that the person is entitled to benefits.

The claimant must provide information required to prove entitlement to benefits and must also authorize the Long Term Disability Benefits Plan to obtain information from other sources for this purpose. Whenever the Long Term Disability Benefits Plan requests information or authorization, it must be submitted within 12 months. If it is not submitted within this time, no further benefits are payable.

Notice of Assessment

The Long Term Disability Benefits Plan will give the claimant a written notice of assessment showing:

1. whether or not benefits have been approved;
2. whether or not further information is required; and
3. if benefits have not been approved, the reasons for denial and the procedures available to appeal.

Notice of Benefit Termination

The Long Term Disability Benefits Plan must provide a minimum of one (1) month's notice before the termination of any benefits payable under the terms of this Plan Document.

Long Term Disability Benefits Plan

Legal Actions

No legal action to recover benefits under this Plan can be introduced:

1. for 60 days after notice of claim is submitted; or
2. more than 2 years after a benefit has been denied.

Overpayment

If a person's benefits are overpaid that person is responsible for repayment within 6 months, or within a longer period if agreed to by the Long Term Disability Benefits Plan. If the person fails to fulfill this responsibility, further benefits will be withheld until the overpayment is recovered. This does not limit the right to use other legal means to recover the overpayment.

Section 5: General Provisions

Currency

All money payable under this Plan will be in Canadian funds.

Furnishing of Information: Access to Records

Upon request, the employer must forward to The Manitoba Teachers' Society Long Term Disability Benefits Plan:

1. required information on the eligibility of employees;
2. employee applications;
3. details relating to changes in insurance;
4. information required for assessment of claims, including job information; and
5. beneficiary designations.

Medical and Vocational Assessments

The Long Term Disability Benefits Plan has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical or vocational assessments if required.

Misstatement of Age

The Long Term Disability Benefits Plan may request proof of a person's age at any time. If the age has been misstated, entitlement to insurance and benefits will be determined according to the true age.

Disclosure Provisions

1. This Plan document will be available through the employer for review by employees. The Long Term Disability Benefits Plan, at its discretion, may release a copy of the Plan upon request of a Plan member.
2. If asked to do so within 2 years after notification of a decision concerning insurance or benefits, the Long Term Disability Benefits Plan will disclose to the employee the name of each person or organization that provided information concerning the employee's application or claim.
3. If an employee submits written authorization from a person or organization that provided medical information, the Long Term Disability Benefits Plan will disclose the information to the employee.
4. The Long Term Disability Benefits Plan may, without specific authorization, disclose information about a person's claim to another insurer or benefits administrator if:
 - (a) the information could be relevant to assessment of the claimant's entitlement to other disability benefits for the same period of time; and
 - (b) the information is given in confidence with the stipulation that it may not be released to another party.

**Changed June 1, 2001. See Appendix B.*

5. Cooperation and Authorizations

Employee/claimants shall cooperate with the Long Term Disability Benefits Plan in providing information:

- (i) to establish the existence, nature and extent of any disability;
- (ii) relating to the care and treatment of the disability;
- (iii) relating to past and present rehabilitation efforts and programs and/or potential rehabilitation programs.

Without limiting the generality of the foregoing, such cooperation shall include providing to the Long Term Disability Benefits Plan, upon request, authorizations for the release of information to the Long Term Disability Benefits Plan of employment information, medical treatment information from Manitoba Health or other government department or agencies and medical treatment or personal health information from hospitals, physicians, or other health care providers, including clinical notes, chart notes, and test results.

**Added June 1, 2006.*

Long Term Disability Benefits Plan

Mediation

Mediation is a process entered into with the mutual consent of the claimant and the Plan. Within thirty (30) days following the communication by the Plan that a claim has not been accepted, the claimant or the administrative staff member designated to oversee the Plan may request that the dispute be resolved through a mediation process. Subject to the mutual agreement of both parties, mediation will be completed within thirty (30) days of the request, or within such other period as may be agreed to by the parties, subject to the operational policies and regulations approved by the DBP Committee. The resolution of the dispute will be binding on both parties. The claimant and the Plan shall each pay one half of the cost of the mediator.

**Amended June 1, 2008 See Appendix B and Appendix C.*

Appeals

The Plan Document shall provide that within sixty (60) days following the communication by the Plan that a claim decision has been made; either the Plan or the claimant may appeal the decision to an Arbitration Panel. Such an appeal shall be made by way of a Notice of Appeal in writing to the General Secretary of the Society and shall outline the grounds for the appeal. The arbitration process shall be subject to the rules of natural justice and The Arbitration Act as set out in the Plan Document. The decision of the arbitration panel shall be final and binding on the parties and subject to review only as provided under The Arbitration Act. The claimant and the Plan shall each pay one-half of the cost of the arbitration. (effective June 1, 2000)

**Amended June 1, 1998 and June 1, 2000. See Appendix B and Appendix C.*

Conformity to Legislation

If this Plan Document does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of that legislation.

Notification of Possible Disability Claim

The Long Term Disability Benefits Plan operates a Notification system and process with employers of covered members, wherein the employers are asked to notify the Plan in the event that a covered member is absent from work for a specified period or longer. This Notification process enables the Plan to make initial contact with the covered member to determine if a claim for disability benefits is likely to be made, in order that entitlement to disability benefits may be determined as soon as possible, and in order that rehabilitation supports, if applicable, be made available as soon as possible.

Early intervention and Other Disability Prevention Programs

The Long Term Disability Benefits Plan may initiate programs intended to facilitate early intervention and rehabilitation, wellness and disability prevention.

Section 6: Premium Provisions

Payment

Premiums are due on the last day of each insurance month. Premiums must be paid by the employer to The Manitoba Teachers' Society.

Payment of premium will not cause insurance to take effect or continue if it would not do so according to this policy's insuring provisions.

Adjustments

The premium will be adjusted retroactively to reflect changes in insurance amounts. For a decrease in or termination of insurance, a credit will be given only for the 4 months preceding receipt of notice.

Termination of Premium Payments

No premium will be payable by employees who are no longer eligible for coverage from the date their coverage terminates.

Waiver of Premium while Disabled

When in receipt of benefits from the Plan, the claimant is not required to pay the Plan premium, except those claimants who are in receipt of income from an approved rehabilitation employment program with an employer covered by the Plan. The claimant shall have deducted at source the applicable premium applied to the rehabilitation income only.

Appendix A: Eligible Employee Groups

Employer	Eligible Employee Groups
Beautiful Plains School Division	Teachers Administration/Clerical
Border Land School Division	Teachers
Brandon School Division	Teachers Administration/Clerical
Division Scolaire Franco-Manitobaine	Teachers
Evergreen School Division	Teachers
Flin Flon School Division	Teachers
Fort La Bosse School Division	Teachers Administration/Clerical Education Assistants
Frontier School Division	Teachers
Garden Valley School Division	Teachers
Hanover School Division	Teachers
Interlake School Division	Teachers
Kelsey School Division	Teachers
Lakeshore School Division	Teachers Administration/Clerical
Lord Selkirk School Division	Teachers Administration/Clerical
Louis Riel School Division	Teachers Administration/Clerical
Mountain View	Teachers
Mystery Lake School Division	Teachers
Park West School Division	Teachers
Pembina Trails School Division	Teachers Administration/Clerical
Pembina Trails Teachers' Association	Clerical
Pine Creek School Division	Teachers Administration/Clerical

Long Term Disability Benefits Plan

Employer	Eligible Employee Groups
Portage La Prairie School Division	Teachers Administration/Clerical
Prairie Rose School Division	Teachers
Prairie Spirit School Division	Teachers
Red River Valley School Division	Teachers
River East Transcona School Division	Teachers Administration/Clerical Education Assistants
Rolling River School Division	Teachers
Seine River School Division	Teachers Administration/Clerical
Seven Oaks School Division	Teachers Administration/Clerical
South West Horizon School Division	Teachers Administration/Clerical
St. James Assiniboia School Division	Teachers Administration/Clerical
Sunrise School Division	Teachers Administration/Clerical
Swan Valley School Division	Teachers
The Manitoba Teachers' Society	Administration/Clerical
Turtle Mountain School Division	Teachers Administration/Clerical
Turtle River School Division	Teachers
Western School Division	Teachers
Whiteshell School Division	Teachers
Winnipeg School Division	Teachers Laboratory Demonstrators
Winnipeg Technical College	Teachers

Appendix B: Recorded Changes

FOREWORD

Disability Benefits Plan - page 1

**Amended June 1, 2008*

The Plan is managed by the Disability Benefits Plan Governance Board.

Objective of the Plan - page 1

**Amended June 1, 2007*

The Plan is dedicated to assisting members through periods of disability in a manner that will attempt to assure, in a consultative approach, maximum rehabilitation both medically and vocationally to assist the members, when possible, to return to work, while providing the disabled member with financial security at a cost that is reasonable to the premium-paying member.

**Changed June 1, 2003*

The Disability Benefits Plan Governance & Administration Board was changed to Disability Benefits Plan Governance Board.

**Changed June 1, 2003*

The tasks of claims facilitation and claims adjudication were changed to case management.

**Changed June 1, 2001*

This plan document describes the Long Term Disability benefits insured by The Manitoba Teachers' Society for its members, as well as other employees of public school boards or educational facilities in Manitoba. The plan is managed by The Committee for Disability Plans of The Manitoba Teachers' Society.

TABLE OF INSURANCE

Waiting Period – page 2

**Changed June 1, 2002.*

Shall be the greater of 60 regular working days or the expiration of employer paid sick leave.

**Changed June 1, 2003*

Shall be the greater of 60 regular working days or the expiration of employer paid sick leave entitlement.

Initial Assessment Period – page 2

**Changed June 1, 2006*

Remove the following text.

~~The Initial Assessment Period shall be the waiting period plus the next 12 months of disability. This Initial Assessment Period may be extended for an additional 12 months or a portion thereof, when the following conditions have been satisfied:~~

Appendix B: Recorded Changes

~~1. a disabled employee who is in receipt of benefits from this Plan, participates or agrees to participate in a program of rehabilitation; and~~

~~2. the program of rehabilitation has been approved by The Manitoba Teachers' Society Disability Benefits Plan; and~~

~~3. an extension of the Initial Assessment Period has been approved by The Manitoba Teachers' Society Disability Benefits Plan; and~~

~~4. all other requirements of this Plan document or The Manitoba Teachers' Society Disability Benefits Plan have been satisfied by the disabled employee.~~

~~Where an extension of the Initial Assessment Period is granted, the period of that extension shall be specified, in writing, by The Manitoba Teachers' Society Disability Benefits Plan; however, under no circumstances shall the Initial Assessment Period exceed the waiting period plus the next 24 months of disability.~~

Benefit Amount – page 2

**Changed June 1, 2002.*

Shall be 90% of pre-disability take home pay if benefits are non-taxable or 70% of pre-disability gross earnings if benefits are taxable. Benefit Amount and taxability of benefits are shown opposite each eligible employee group in Appendix “A” of this Plan Document.

Pension Contribution Benefit – page 2

**Changed June 1, 2004*

Add the phrase “Unless excluded by law*” at the beginning of the paragraph and add the following footnote to the end of the page.

Unless excluded by law*, in addition to the Benefit Amount, teachers and employees of The Manitoba Teachers' Society only, are eligible for a percentage of monthly earnings required for contribution to the Teachers' Retirement Allowances Fund or The Manitoba Teachers' Society Staff Pension Fund. This Pension Contribution Benefit shall be paid directly to the Teachers' Retirement Allowances Fund Board or The Manitoba Teachers' Society Staff Pension Plan on behalf of the eligible employee.

*In June 2004, The Teachers' Pension Act was amended such that those teachers receiving a disability income under a group insurance plan were no longer required to make contributions to the Teachers' Retirement Allowances Fund. Consequently after June 30 2004 the Disability Benefit Plan is not required to remit monthly pension contributions on the behalf of teacher claimants.

Survivor Benefit – page 3

**Deleted as per 1996 Policy Handbook.*

Three times the amount of monthly benefit being paid to an employee at the time of death. Applicable only to employees whose start date of disability is prior to June 30, 1996.

Appendix B: Recorded Changes

Taxability – page 3

**Changed June 1, 2006*

Benefits are taxable if the employer makes a contribution towards premium. The taxability of benefits for each Eligible Employee Group shall be as shown in Appendix "A".

Maximum Benefit Period – page 3

**Changed June 1, 2007*

- (a) for employees who are contributors to the Teachers' Retirement Allowances Fund or The Manitoba Teachers' Society Staff Pension Fund, until the end of the school year following age 60 or the accumulation of 30 years of pensionable service, whichever occurs later, but in no event past the employee's 65th birthday;

SECTION 1: DEFINITIONS

Disability Benefits Plan – page 4

**Amended June 1, 2008*

.....hereinafter referred to as the Plan, is managed by the Disability Benefits Plan Governance Board.

Insuring Requirements – page 4

(2) For Non-Teachers

**Changed as per 2000 Policy Handbook.*

.....In addition, the non-teaching employee must be employed at a minimum equal to 0.3 of a full-time position on a regular basis.

**Changed as per 1995 Policy Handbook.*

Means that in order to be eligible for coverage under this plan, the non-teaching employee must be employed on a permanent, regular basis with one of the Employers listed in Appendix "A" and must work at least 50% of the number of hours considered full-time for members of that Eligible Employee Group.

Appendix B: Recorded Changes

SECTION 2: INSURING PROVISIONS

Effective Date - page 6

**Changed June 1, 2001*

All eligible employees shall be covered immediately from their first day of active employment with an Employer, or as soon as they meet the Insuring Requirements as defined in Section I of this plan document. If an employee is absent from work, for any reason, on the date their employment was set to commence, then coverage under this plan will not take effect until that employee first reports to active work. However, any eligible employee whose coverage previously terminated as a result of an absence due to a non-disabling injury or illness (as defined by the terms of this plan document) must return to active employment for a period of 20 working days before coverage will become effective or benefits payable for any pre-existing illness or injury. A pre-existing illness or injury shall include any condition for which the employee has received a benefit from this plan or any condition for which the employee received treatment or services during the period following termination of coverage to the subsequent return to work.

Late Applicants - page 6

**Amended June 1, 2008*

2. evidence of insurability, satisfactory to the Governance Board.

Coverage for late applicants will take effect on the date the application is approved by the Governance Board, provided the employee is then actively at work. The Governance Board may also deny coverage at its sole discretion.

Premium Payment - page 7

**Amended June 1, 2008*

.....The Governance Board reserves the right to declare ineligible all employees within an employee group should any member of that employee group not pay the required premium.

Changes in Amounts of Insurance - page 7

**Changed June 1, 2001*

2. Changes in insurance due to changes in monthly earnings under a negotiated contract will take effect on the date the contract becomes effective, but only when the negotiated contract has an effective date which is retroactive to a period of time coincident with the Waiting Period of a disabled employee.

Appendix B: Recorded Changes

Termination of an Employee's Insurance – page 7

**Changed October 1, 2010*

4. (a) for employees who are contributors to the Teachers' Retirement Allowances Fund (TRAF) or The Manitoba Teachers' Society Staff Pension Fund, the last day of the month in which the claimant attains age 60 or the last day of the month in which the claimant accumulates 30 years of pensionable service, whichever is later, but in no event any later than 80 regular working days prior to the employee's 65th birthday,

**Changed June 1, 2007*

4. (a) for employees who contribute to the Teachers' Retirement Allowances Fund or The Manitoba Teachers' Society Staff Pension Fund, on March 31 of the school year ending June 30, in which the teacher turns age 60 or accumulates 30 years of pensionable service, whichever is later, but in no event any later than 80 regular working days prior to the employee's 65th birthday,

Special Rules Covering Criminal Offenses – page 8

**Amended June 1, 2008*

...The Governance Board reserves the right to pursue repayment of benefits paid where the disability arose directly or indirectly from the commission or attempted commission of a criminal offense.

Eligible Types of Leave

**Changed June 1, 2001*

Deferred Salary Leave
Personal Leave
Study Leave
Sabbatical Leave
Maternity, Paternity or Adoptive Leave
Overseas Teaching Leave (other than with DND)
Teaching with the Department of National Defense Leave

If an employee becomes disabled while on a leave of absence covered by this plan document, no benefits are payable for the scheduled duration of that leave of absence and a Waiting Period shall still be applied commencing with the date of expiry of the granted leave.

SECTION 3: BENEFIT PROVISIONS

Benefit Period – Page 11

**Deleted June 1, 2005*

~~A benefit period will not continue past the Maximum Benefit Period as shown in the Table of Insurance, unless an employee has not received a total of 15 weeks of benefit from this Plan, plus any other coverage available during the Waiting Period that have been used to comply with the Employment Insurance Commission requirements for a full or partial premium reduction. Where these total benefits amount to less than 15 weeks,~~

Appendix B: Recorded Changes

~~benefits from this Plan will continue past the Maximum Benefit Period, but only until a total of 15 weeks of benefit has been paid from all coverage combined.~~

Pension Contribution – page 11

**Changed June 1, 2004*

The pension contribution benefit for a member of the ~~Teachers' Retirement Allowances Fund or~~ The Manitoba Teachers' Society Staff Pension Fund is the percentage of monthly earnings required for contribution to the fund.

Pension Contribution – page 11

**Changed June 1, 2000*

The pension contribution benefit for any other person is the amount, if any, shown in the Table of Benefits.

Offset Provision – page 11

**changed December 1st 2016*

Under this provision, the person's disability income benefit is reduced by the following income:

1. Disability or retirement benefits to which the employee is entitled under:
 - (a) the net amount of Canada Pension Plan Disability Benefits ~~or retirement benefits~~ defined as the gross benefit less federal and provincial income tax;
 - (b) the Quebec Pension Plan; or
 - (c) a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan;

**Added June 1, 2006*

- (a) the Canada Pension Plan Disability benefits or Retirement benefits
- (b) the Quebec Pension Plan; or
- (c) a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan;

except for increases that take effect after the benefit period starts, or benefits payable to the employee for dependents of that employee.

Inflation Protection – page 13

**Changed June 1, 2002*

Inflation Protection is provided according to the terms shown below.

Assessment

In assessing a person's ability to be gainfully employed, the Disability Benefits Plan will multiply the claimant's pre-disability monthly earnings by the Consumer Price Index factor.

Recalculation

Long Term Disability Benefits Plan

The amount payable will be recalculated for inflation protection in January 1. At this time the following amounts will be multiplied by the Cost-of Living adjustment factor:

1. The benefit amount; and
2. The income limit under the rehabilitation incentive provision.

Cost-Of-Living Adjustment Factor

The Cost-of-Living Adjustment factor for a recalculation date is the lesser of:

Appendix B: Recorded Changes

1. The Consumer Price Index factor for that date; and
2. 1.05 compounded annually from the start of the disability period to the recalculation date.

Consumer Price Index Factor

The Consumer Price Index factor for an assessment or recalculation date is the ratio of:

1. The Consumer Price Index as of the October 1 preceding the January 1 implementation date; to
2. The Consumer Price Index as of 12 months before the date determined in 1. above.
The Consumer Price Index means the all-item Consumer Price Index for Canada.

Addition of Table:

Cost-of-Living Increases (pre June 1, 2002 Claims)

January 1, 2003	3.200%
January 1, 2004	1.600%
January 1, 2005	2.300%
January 1, 2006	2.600%
January 1, 2007	0.900%

Cost-of-Living Increases (post June 1, 2002 Claims)

September 1, 2005
September 1, 2006
September 1, 2007

Changes to the Consumer Price Index – page 14

**Amended June 1, 2008.*

2. An appropriate measure of inflation which has been determined by the Governance Board will be used for the period after the change.

Rehabilitation Program – page 14

**Changed as per 1996 Policy Handbook.*

Addition and renumbering.

A rehabilitation program means a training or work related activity that:

1. can be expected to facilitate a return to the disabled person's own job or other gainful employment;
and
2. is recommended or approved by The Manitoba Teachers' Society.

Appendix B: Recorded Changes

SECTION 3: continued

Re-employment Benefit – page 15

**Changed June 1, 2001*

If a rehabilitation program involves training rather than employment, the benefit period will be extended to the later of:

1. the end of the rehabilitation program; and
2. 6 months after training ends.

Employment income earned during this extension will be considered under the rehabilitation incentive provision.

Survivor Benefit – page 15

**Deleted as per 1996 Policy Handbook.*

~~If a claimant dies while income benefits are payable, the plan will pay a survivor benefit to the named beneficiary. The amount of the survivor benefit will be 3 times the disability income benefit.~~

~~The survivor benefit will be paid to the deceased claimant's estate if:~~

- ~~1. No beneficiary has been named;~~
- ~~2. The named beneficiary dies first;~~
- ~~3. The named beneficiary is a minor; or~~
- ~~4. The named beneficiary is not able to give a valid release for the payment due.~~

~~The claimant may appoint a beneficiary when a claim is filed. The Claimant may appoint only one beneficiary which can be changed at any time. The beneficiary appointment expires at the end of the benefit period.~~

~~An appointment or change must be:~~

- ~~1. In writing;~~
- ~~2. Signed by the claimant; and~~
- ~~3. Filed with the employer.~~

Rehabilitation Programs – page 15

**Changed June 1, 2006.*

1. Any period in which the person does not consent to, participate in or cooperate in any independent medical or vocational assessments deemed necessary by the Disability Benefits Plan or any other investigations deemed necessary by the Disability Benefits Plan.

Appendix B: Recorded Changes

Reasonable and Customary Treatment – page 15

**Deleted as per 1999 Policy Handbook.*

~~(e) in the case of alcohol or drug addiction includes treatment at a centre recognized for its substance abuse treatment program.~~

**Changed as of June 1, 2001*

If a psychiatric disorder contributes to a person's disability The Manitoba Teachers' Society may, at its sole discretion, require the treatment program be supervised by a psychiatrist.

Canadian Residency – page 16

**Changed June 1, 2006.*

5. In order to facilitate and ensure compliance with the obligation to participate in a reasonable and customary treatment program and to participate in a rehabilitation program recommended or approved by the Disability Benefits Plan, claimants who will be out of Canada for a period in excess of three consecutive months are required to:
 - (i) advise their Case Manager in advance of their intended departure date and of the period when they expect to be outside of Canada;
 - (ii) meet with their Case Manager to review matters relating to their treatment program and, if applicable, their rehabilitation program, and their availability to participate in any recommended or approved rehabilitation program.

SECTION 4: CLAIMS PROVISIONS

Notice of Claim – page 17

**Amended June 1, 2006*

To permit prompt assessment and early participation in rehabilitation programs, initial notice of claim shall be submitted by either claimant/employee or the employer of the claimant/employee no later than twelve months after disability commences.

Appendix B: Recorded Changes

SECTION 5: GENERAL PROVISIONS

Disclosure Provisions – page 19

**Changed June 1, 2001*

1. This Plan Document will be available through the employer for review by employees. The Manitoba Teachers' Society, at its discretion, may release a copy of this policy in order to settle claims.

Mediation – page 20

**Amended June 1, 2008*

....subject to the operational policies and regulations approved by the Board.

Appeals – page 20

**Changed June 1, 1998 – deleted June 1, 2000*

~~A person has the right to appeal a denial of all or part of the insurance or benefits described in this policy as the appeal is filed with The Manitoba Teachers' Society within 2 years after the denial. An appeal must be in writing and should be sent directly to the Coordinator, Benefit Programs of The Manitoba Teachers' Society.~~

Notification of Possible Disability Claim – page 21

**Changed June 1, 2004*

The Disability Benefits Plan operates a Notification system and process with employers of covered members wherein the employers are asked to notify the Plan in the event that a covered member is on sick leave for a specified period or longer. This Notification process enables the Plan to make initial contact with the covered member to determine if disability is likely in order that rehabilitation supports and assessment for entitlement for disability income benefits for covered members may be initiated at as early a time as possible.

Early Intervention and Other Disability Prevention Programs – page 21

**Changed June 1, 2004*

The Disability Benefits Plan may initiate programs intended to facilitate early intervention and rehabilitation, wellness and disability prevention.

Appendix C: Appeals Regulation

APPEALS REGULATION

Within sixty (60) days, following the communication by the Plan that a claim decision has been made, either the Plan or the claimant may appeal the decision to an Arbitration Panel. Such an appeal shall be made by way of a Notice of Appeal in writing to the Disability Claims & Rehabilitation Administrator (DCRA) of the Long Term Disability Benefits Plan and the General Secretary of the Society, and shall outline the grounds for the appeal.

The arbitration panel shall be structured as outlined below:

- 1) The Provincial Executive of the Society and the Long Term Disability Benefits Plan Committee shall establish a list of Arbitration Chairs. This list shall be reviewed by the Provincial Executive and the Long Term Disability Benefits Plan Committee every year and by mutual agreement the list may be modified by the addition of persons to the list or the deletion of persons from the list.
- 2) Once the Provincial Executive and the Long Term Disability Benefits Plan Committee have established a list of Arbitration Chairs, the DCRA shall select an Arbitration Chair on a rotation basis commencing with the first person on the list who shall serve on the first appeal. Thereafter, for each successive Appeal, the person on the list immediately following the last person to have served as Arbitration Chair shall then be called upon to serve. In the event that the person requested to serve as the Arbitration Chair is unavailable, as set out in paragraph (4) hereof, the next person on the list will be requested to serve.
- 3) The Arbitration Chair shall be named by the DCRA within ten (10) days of receipt by the DCRA of the Notice of Appeal to the Claimant or the Plan as the case may be within five (5) days of receipt of the Notice of Appeal.
- 4) If the person selected as Arbitration Chair is unable to schedule and attend an arbitration hearing within forty-five (45) days following their selection, that person shall be replaced in rotation by the next person who is able to schedule and attend an arbitration hearing within forty-five (45) days of that person's selection.
- 5) If no person is available from the list to act as the Arbitration Chair and if the Claimant and the Plan are unable to mutually agree upon an Arbitration Chair, then the DCRA shall request the Chairperson of the Manitoba Labour Board to select the Arbitration Chair.
- 6) No person may be appointed as Arbitration Chair who has been involved in an attempt to negotiate or settle the dispute between the Claimant and the Plan.

Appendix C: Appeals Regulation

- 7) The Claimant and the Plan shall each name a member of the Plan as a nominee to the Arbitration Panel. In the case of the Claimant being a teacher, the nominees shall both be active members of the Society. In no case shall a nominee be a member of the Long Term Disability Benefits Plan Committee, or the Provincial Executive of the Society. The Claimant and the Plan shall appoint their nominees within fifteen (15) days of their receipt of the Notice of Appeal.
- 8) The Arbitration Panel shall hear the appeal within forty-five (45) days of being established as an Arbitration Panel, and shall render a decision within thirty (30) days of the conclusion of the Arbitration Hearing.
- 9) The issues to be determined by the Arbitration Panel shall be limited to the issues:
 - (a) outlined in the Notice of Appeal, and/or;
 - (b) outlined in any Agreed Statement of Issues submitted jointly by the Claimant and the Plan to the Arbitration Panel, either before or at the commencement of the arbitration hearing;
 - (c) as determined by the Arbitration Panel.
- 10) The Arbitration Panel shall treat the Claimant and the Plan equally and fairly, and shall afford each of them an opportunity to present a case, and to respond to the other party's case.
- 11) No Appeal shall be defeated or denied by any formal or technical objection. An Arbitration Panel shall have the power to allow all necessary amendments to the Appeal and the power to waive formal procedural irregularities in the processing of the Appeal, in order to determine the real matter in dispute and to render a decision which the Arbitration Panel deems just and equitable.
- 12) The Arbitration Panel shall have the power to extend the time for the taking of any step in the Appeal procedure, provided that the Arbitration Panel is satisfied that there are reasonable grounds for the extension.
- 13) The Arbitration Panel is not bound by the rules of evidence, or any law applicable to Judicial proceedings, and may determine the admissibility, relevance and weight of evidence, and may determine the manner in which the evidence is to be admitted. Evidence that was not previously presented, or evidence that was not available at the time, may be admitted by the Arbitration Panel, provided the evidence is relevant to the issues to be determined, and provided that it has been disclosed by the party intending to introduce it to the other party within a reasonable time of the hearing before the Arbitration Panel.

Appendix C: Appeals Regulation

- 14) In reaching a decision, the Arbitration Panel shall make its decision in accordance with the terms and conditions of the Plan, and the terms of the Disability Plan Document, and the Arbitration Rules of Procedure and shall also have due regard for the operational policies and regulations as approved by the Long Term Disability Benefits Plan Committee.
- 15) The Arbitration Panel will not have power to add to, delete from, change or make any decision contrary to the provisions of the Plan as outlined in Society policy.
- 16) On any issue, whether substantive or procedural, if the members of the Arbitration Panel are not agreed, then the decision of the Arbitration Chair shall be the decision of the Arbitration Panel.
- 17) The decision of the Arbitration Panel shall be final and binding on the parties, and subject only to an application to the Court of Queen's Bench on a question of law with leave, which the Court of Queen's Bench shall grant only if it is satisfied that:
 - (a) the importance to the parties of the matters at stake in the arbitration justifies an application to the court; and
 - (b) determination of the question of law at issue will significantly affect the rights of the parties.
- 18) The Claimant and the Plan shall each be responsible for the costs of:
 - (a) their representation before the Arbitration Panel;
 - (b) their nominee on the Arbitration Panel; and
 - (c) one-half of the cost of the Arbitration Chair.
- 19) Notwithstanding the foregoing, the Claimant and the Plan may agree to have their dispute determined by a single arbitrator.