



DISABILITY INCOME PLAN

FOR

CERTAIN PUBLIC EMPLOYEES

IN THE

PROVINCE OF SASKATCHEWAN

December 1, 2001

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DISABILITY INCOME PLAN

ARTICLE I

PURPOSE OF THE PLAN

1.1 The Purpose of the Plan and this document is to provide income replacement to Participating Employees who are Occupationally Disabled or Totally Disabled and where appropriate in the discretion of the Administrator, to provide rehabilitation services to such employees.

ARTICLE II
DEFINITIONS

2.1 In this document the following terms shall have the following meaning:

- a) "**Actively at Work**" in reference to a Participating Employee means that employee who performs all regular duties and works full regular hours or if on approved holidays or leave of absence with pay is capable of performing all regular duties and working full regular hours of the position provided that a Participating Employee who is on leave of absence without pay shall in no case be considered actively at work.

- b) "**Adjudicator**" means a person or corporation which is retained by contract to administer the Plan, apply the terms thereof and provide specified services with respect thereto.

- c) "**Administrator**" shall mean the Public Employees Benefits Agency.

- d) "**Approved Rehabilitation Program**" means:
 - i) a program of vocational, medical or physical rehabilitation or a combination thereof whether formal or informal; or

 - ii) a period of part-time work for the purposes of rehabilitation for a period of time commencing when the Administrator and the Physician give written approval thereto and ending when such approval is withdrawn by either the Administrator or the Physician.

- e) **"Basic salary"** shall mean:
- i) except where otherwise stated in this Plan, a Participating Employee's regular monthly salary (whether paid as commissions or paid as earned or on a deferred basis) excluding overtime pay and any other additional compensation, provided that salary shall be averaged over the 12 month period immediately preceding the date of disability or where the time worked is less than 12 months then averaged over the number of months less than 12 actually worked.
 - ii) in the case of a Participating Employees on a leave of absence without pay immediately prior to qualifying for benefits, that employee's regular monthly salary that is received on that employee's last full day prior to the commencement of the leave.
- f) **"Definition Change Date"** means the date when a Participating Employee has received a cumulative total of 20 months of Occupational Disability Benefits within any one period of disability and as of which the date the Participating Employee must prove eligibility for Total Disability Benefits.
- g) **"DIP Council"** means the Disability Income Plan Council as constituted from time to time pursuant to the *Government Organization Act*
- h) **"Disability"** means a medically accepted disease or accidental bodily injury which prevents the Participating Employee from working.

- i) **"Disability Benefit(s)"** means the monthly benefit(s) payable to a Participating Employee as calculated pursuant to the Plan and includes both Occupational Disability Benefits and Total Disability Benefits.
- j) **"Effective Date"** means October 1, 1978 or such later date as a Participating Employer becomes a Participating Employer for a particular group of Employees.
- k) **"Fund"** means a Fund established pursuant to the *Financial Administration Act, 1993* to provide a disability benefits program and to which contributions are made by Participating Employers and Participating Employees pursuant to the said Act and this Plan.
- l) **"Occupational Disability or Occupationally Disabled"** means that the Participating Employee is unable to work at his own occupation as a result of a disability and is under the regular care and treatment of a Physician as a result thereof.
- m) **"Occupational Disability Benefits"** means Disability Benefits paid to a Participating Employee who has an Occupational Disability for the period of time and pursuant to the terms set forth in this Plan.
- n) **"P.E.B.A."** means the Public Employees Benefits Agency as established and continued pursuant to *The Financial Administration Act, 1993*.
- o) **"Participating Employee(s)"** means an Employee or category of Employees for whom a Participating Employer agrees to provide coverage under this Plan and any category of employees recommended by the DIP Council.

- p) **"Participating Employer"** shall mean the Government and such of its Boards, Agencies, Independent Boards, and Crown Corporations as may elect to participate in the Plan and provide coverage thereunder and any Board, Agency or Corporation as recommended by the DIP Council, with reference to a particular Participating Employee. Participating Employer shall mean the Participating Employer that employs the particular Participating Employee.
- q) **"Period of Disability"** means the period commencing with the date that the Participating Employee is not Actively at Work as a result of a disability or Subsequent Qualifying Disability which continues for at least the number of days of the Qualifying Period.
- r) **"Physician"** means a physician, surgeon or psychologist licensed to practice under the laws of a province of Canada or of the place where the Participating Employee resides and whom the Administrator recognizes as being qualified to give an expert opinion concerning the physical or mental condition of a Participating Employee and at the discretion of the Administrator, shall be extended to include a practitioner of the healing arts, provided such practitioner performs a service which is within the scope of the practitioner's license.
- s) **"Plan"** means this Disability Income Plan and the terms thereof set forth in this document as well as any policies with regard thereto or interpretations thereof made by the Administrator or DIP Council.
- t) **"Probationary Period"** means:

i) three months continuous service provided that if on the day immediately preceding the date their employment commences with a Participating Employer, any Participating Employee was employed as a Participating Employee by another Participating Employer and was covered by the Plan, a probation period shall not apply to such Participating Employee.

u) **"Qualifying Period"** means:

i) the first consecutive 119 calendar days in any one period of disability or the last consecutive 119 calendar days immediately prior to the expiration of the accumulated sick leave credits of a Participating Employee; or

ii) where the Administrator approves it that period of time ending when a Participating Employee has used 85 non-consecutive days of accumulated sick leave credits.

v) **"Reasonable Occupation"** means any gainful activity for which the Participating Employee:

i) is or may reasonably become fitted to engage in by reason of education, training, experience; and

ii) is not prevented from engaging in by reason of the disability whether or not such gainful activity is actually available to the Participating Employee; and

iii) which may provide income of at least 70% of the Participating

Employee's pre-disability gross income but excludes any activity that is part of an Approved Rehabilitation Program.

w) "**Subsequent Qualifying Disabilities**" means a disability subsequent to the disability for which a Participating Employee has made a claim or is entitled to make a claim suffered by such employee:

i) while covered by the Plan and while receiving benefits for the immediately preceding disability; or

ii) while covered by the Plan but who was absent from work for at least the Qualifying Period for the immediately preceding disability but did not receive benefits and which the Administrator has approved as a Subsequent Qualifying Disability.

Provided that when:

i) any later disability is due to causes wholly different from those of the prior disability and the Participating Employee completes at least one month of continuous service, excluding any service during an Approved Rehabilitation Program, before the commencement of the later disability; or

ii) any later disability is due in whole or in part to causes related to the prior disability and the Participating Employee completes at least six months of continuous service, excluding any service during an Approved Rehabilitation Program, before commencement of the later disability such later disability shall not be a Subsequent Qualifying Disability.

- x) **"Total Disability or Totally Disabled"** means that the participating Employee is continuously unable to work at any reasonable occupation as a result of a disability and is under the regular care and treatment of a Physician as a result thereof.

- y) **"Total Disability Benefits"** means Disability Benefits paid to a Participating Employee who is Totally Disabled pursuant to the terms of this Plan.

ARTICLE III
ADMINISTRATION

- 3.1 The Administrator shall be responsible subject to the *Financial Administration Act*, 1993 to establish, operate and manage the Plan and the Fund and shall do all things incidental thereto except as delegated to the Adjudicator pursuant to the *Financial Administration Act*, 1993.
- 3.2 The DIP Council as established pursuant to the *Government Organization Act* shall exercise such powers given to it pursuant to that Act and shall hear appeals by Participating Employees of any dispute Participating Employees may have with respect to the denial of a claim for Disability Benefits or an approval of a claim for Disability Benefits upon terms and shall be entitled to determine its own policies and procedures with respect to its business.
- 3.3 The Adjudicator shall exercise such powers as are delegated to it by contract pursuant to *The Financial Administration Act*, 1993 which shall include without limiting the foregoing administering the Plan, applying the terms thereof, and adjudicating claims for Disability Benefits.
- 3.4 The Fund shall be administered by the Administrator pursuant to the *Financial Administration Act*, 1993 with the power to receive premiums from Participating Employers and Participating Employees, invest such premiums and otherwise manage them and pay out Disability Benefits from the Fund in accordance with the Plan.

ARTICLE IV
COVERAGE

4.1 Subject to the terms of the Plan a Participating Employee is covered by the Plan for Occupational Disability.

4.2 Subject to the terms of the Plan a Participating Employee is covered by the Plan for Total Disability.

Participating Employees

4.3 Subject to receipt of premiums by the Administrator a Participating Employee is covered by the Plan:

- a) in the case of such employee Actively at Work on the Effective Date, immediately on the Effective Date;
- b) in the case of such employee commencing Employment after the Effective Date, on the date such employee completes the Probationary Period provided such employee is Actively at Work on that date provided further that if, when their employment commences with a Participating Employer they were employed as a Participating Employee by another Participating Employer and were covered by the Disability Income Plan the Probationary Period shall be waived.
- c) in the case of such employee who is not Actively at Work on the Effective Date, on the date on which they are first Actively at Work;
- d) in the case of such employee who on the Effective Date or prior thereto

is on an approved leave of absence without pay, on the date such employee completes the Probationary Period after return to being Actively at Work but only if such employee is Actively at Work on the completion of the Probationary Period;

- e) in the case of such employee who would be otherwise covered by the Plan but for a period of lay off or approved leave of absence which is 30 days or less, for the period of such lay off or approved leave of absence.

4.4 A Participating Employee who would be otherwise covered under the Plan but for a lay off or an approved leave of absence from the Participating Employer in excess of 30 days is covered by the Plan for a continuous 12 month period if:

- a) such employee elects to be covered and gives written notice thereof to the Participating Employer prior to the period of lay off or approved leave of absence; and
- b) such Employee pays the premiums for coverage as they become due, provided that coverage may be extended beyond the continuous 12 month period with the written approval of the Administrator after written application by the Participating Employee but in no event shall coverage be extended beyond 3 years from the date the leave of absence commenced.

4.5 A Participating Employee who would be otherwise covered under the Plan but for an approved leave of absence from a Participating Employer in excess of 30 days to perform union duties, is covered by the Plan provided premiums

are received.

4.6 Exclusions to Coverage

No coverage is provided and no benefits will be paid under this Plan to a Participating Employee for a disability:

- a) due to intentionally self-inflicted injuries; or
- b) resulting from the commission or an attempt to commit an offence by the employee of an offence under the Criminal Code of Canada; or
- c) due to war or any act of war (whether war is declared or not); or
- d) due to insurrection, rebellion, or participating in a riot or civil commotion.

4.7 Termination of Coverage:

The coverage of Participating Employees shall cease on the first date on which any of the following events occur:

- a) the complete discontinuance of this Plan;
- b) the Participating Employee ceases to be employed by a Participating Employer;
- c) the Participating Employee is suspended by a participating Employer with a recommendation for dismissal and the dismissal is upheld;

- d) the Participating Employee ceases to be employed in a category of Employees designated to be Participating Employees;
- e) the Participating Employee is on lay off or approved leave of absence from a Participating Employer in excess of 30 days and does not elect to continue coverage while on lay off or approved leave of absence in accordance with this Plan;
- f) a Participating Employee refuses to take, continue or follow appropriate and recommended treatment for the disability;
- g) the Participating Employer ceases to participate in the Plan;
- h) the last day of the month in which a Participating Employee attains the age of 64 years and 35 weeks;
- i) the Participating Employee fails to pay premiums to the Plan on a regular and timely basis.

4.8 Exclusion by Consent

A Participating Employee may request the consent of the Administrator to be excluded from the coverage under the Plan to allow such employee to retain sufficient sick leave credits to fully protect such employee's income until normal retirement age.

ARTICLE V
REHABILITATION AND MITIGATION

- 5.1 The Administrator may in its discretion develop and implement an Approved Rehabilitation Plan for a Participating Employee and may employ such health care professionals or other professionals as may be necessary with regard thereto.
- 5.2 A Participating Employee who has made an Application for Benefits under the Plan and is receiving or entitled to receive Disability Benefits has an obligation to:
- a) co-operate with and actively participate in such Approved Rehabilitation Program as may be determined for such employee by the Administrator;
and
 - b) mitigate their loss arising from the disability.

ARTICLE VI
DISABILITY BENEFITS

6.1 Occupational Disability Benefits are payable to a Participating Employee who is Occupationally Disabled for a period commencing after the expiry of the qualifying period and continuing to the Definition Change Date.

6.2 Total Disability Benefits are payable to a Participating Employee who is Totally Disabled after the Definition Change Date.

6.3 Payment of Benefits

Disability Benefits are payable to a disabled Participating Employee on the last day of each calendar month for so long as the employee continues to prove Occupational or Total Disability to the satisfaction of the Administrator.

6.4 Prorated Disability Benefit

A Disability Benefit payable for a period which is less than a full month shall be prorated in an amount equal to the ratio of days of eligibility during such month to the number of the days in the month.

6.5 Amount of Benefit

The Disability Benefit payable under this Plan shall be an amount equal to 75% of the Participating Employee's Basic Salary.

6.6 Reductions in Benefit

The Disability Benefit will be reduced by the amount of continuing monthly income payable from the following:

- a) the benefit under the Canada Pension Plan in relation to the disability;
- b) the benefit from the Workers' Compensation Board in relation to the disability;
- c) any benefit payable from other Government agencies or boards, in relation to the disability;
- d) any salary continuation from the Participating Employer, except as adjusted for rehabilitation, including any payment made on termination of employment in lieu of notice of termination. (For the purpose of this calculation, lump sum payments will be actuarially prorated to a regular monthly benefit.);
- e) regular payments awarded as compensation for the loss of earnings because of third party liability in relation to the disability. (For the purpose of this calculation, lump sum payments will be actuarially prorated to a regular monthly benefit.);
- f) benefits from any other disability insurance plan, relating to the disability excluding those plans paid for solely by the employee.
- g) 75% of rehabilitation earnings received by a Participating Employee while on approved rehabilitation program.

6.7 Duty to Advise

A Participating Employee shall advise the Administrator of any payments or entitlement as set forth in Paragraph 6.6.

6.8 Reduction Where Deemed Receipt

The Disability Benefit payable pursuant to the Plan may be reduced by an amount equal to an estimate by the Administrator of the monthly Canada Pension Plan Benefits, or monthly Workers' Compensation Benefits or any other government benefit which the Participating Employee could receive if in the opinion of the Administrator the Participating Employee may qualify for such benefits and refuses to apply for such benefits or refuses to take reasonable steps to diligently pursue the application for such benefits including any appeals which might be available.

6.9 Resumption of Disability Benefits

Where the payment of Disability Benefits has terminated and the Participating Employee suffers a Subsequent Qualifying Disability, Disability Benefits are again payable:

- a) in the case of a Participating Employee who suffers a Subsequent Qualifying Disability within one month of having returned to his employment, in an amount equal to the disability benefits payable prior to termination; or
- b) in the case of a Participating Employee who suffers a Subsequent Qualifying Disability after having returned to his employment for more than one month but less than six months, in an amount equal to the Disability Benefits payable prior to termination or 75% of his Basic Salary, whichever is the greater; or
- c) in the case of a Participating Employee who is in an Approved Rehabilitation Program but who in the opinion of a Physician is unable

to continue in such program due to the disability, in an amount to which such employee is otherwise entitled pursuant to the Plan.

6.10 Increase in Disability Benefits

The amount of Disability Benefits payable under this Plan may be increased on October 1 each year. The increase will be the same percentage, subject to a maximum of 3% per annum, as the percentage increase in the Consumer Price Index for the year ending on the immediately preceding July 1. Changes to a benefit the receipt of which or the deemed receipt of which pursuant to this Plan reduces Disability Benefits, which are related to the Consumer Price Index or which in some other way reflect increases in the cost of living, shall not be used to further reduce Disability Benefits from the Plan.

6.11 Payments to Representatives

Where any Disability Benefit under the Plan is payable to the estate of a Participating Employee, or to a Participating Employee who is a minor or otherwise not competent to give a valid release, the Administrator may authorize payment of a disability benefit to any relative by blood or connection by marriage of the Participating Employee who is deemed by the Administrator to be equitably entitled thereto. Any payment made by the Administrator in good faith pursuant to this provision shall fully discharge the Administrator to the extent of such payment.

6.12 Cessation of Disability Benefits

Payment of Disability Benefits will cease and the Period of Disability shall terminate on the first date on which any of the following events occur:

- a) the Participating Employee is no longer Occupationally Disabled;
- b) the Participating Employee is no longer Totally Disabled;
- c) the Participating Employee commences work at a Reasonable Occupation;
- d) the date the Participating Employee fails to furnish proof of the continuance of Occupational Disability or Total Disability, or refuses to be examined, when so required by the Administrator in accordance with the Plan;
- e) the last day of the calendar month in which the Participating Employee attains the age of 65;
- f) the date a Participating Employee commences receiving a pension or retirement benefit from the Participating Employer;
- g) the last day of the calendar month in which death of the Participating Employee occurs;
- h) the date the Participating Employee refuses to participate in an Approved Rehabilitation Program;
- i) the date the Participating Employee refuses to take, continue or follow appropriate and recommended treatment for the disability.

6.13 Continuation of Disability Benefits

Disability Benefits will be paid or become payable at the expiry of the Qualifying Period for so long as the Disability continues in accordance with the Plan, where the Period of Disability commenced while such employee was covered by the Plan but coverage would otherwise cease under the Plan.

6.14 Recovery of Overpayment

If a Participating Employee receives a Disability Benefit payment pursuant to the Plan which is in excess of the Disability Benefit payment which should have been made, the Administrator shall have the right to recover the amount of such excess from such employee and may at its option deduct the amount of such excess from any subsequent Disability Benefit payable to such employee.

6.15 Subrogation

Where a Participating Employee is receiving Disability Benefits or entitled to receive them, the Administrator is deemed to be an assignee of and subrogated to any and all rights of recovery of the Participating Employee to the extent of the Disability Benefits paid or payable against any and all persons liable under law for any loss, damage, injury whether caused in contract or in tort which results in or contributes to the disability of such employee for which Disability Benefits are paid or payable to such employee.

The Administrator may exercise its rights of subrogation by any one or more of the following methods:

- a) Reducing Disability Benefits in advance of payment based on the actual or estimated monthly payments from other sources; and if the reduction is an estimate, the Plan will make such adjustments as are necessary

- after the actual amount of the payments are known;
- b) Suspending or terminating Disability Benefits not yet paid to the Participating Employee;
 - c) Requiring the Participating Employee to execute an irrevocable assignment and direction to pay of all such amounts payable or receivable from other sources of compensation for the same disability;
 - d) Bringing an action in its own name to recover the amount of the other compensation payable, or joining with the Participating Employee to bring an action in the name of the Participating Employee for recovery of the compensation;
 - e) Where the member has received Disability Benefits plus compensation from other sources, which together total more than 100% of gross salary; the amount of the Disability Benefits exceeding the 100% is an overpayment of Disability Benefits and the Plan shall have the right to seek from the Participating Employee reimbursement of that overpayment;
 - f) In seeking this reimbursement, the Plan reserves the right to collect interest in accordance with the Pre-Judgment Interest Act;
 - g) Any overpayment shall be considered a liquidated debt payable by the Participating Employee to the Plan immediately upon receipt of the overpayment without demand by the Plan.

6.16 A Participating Employee shall not negotiate a settlement of a claim against any person where the Administrator has a subrogated right as set forth in Paragraph 6.15, which is to the prejudice of the Administrator.

ARTICLE VII
PREMIUMS

7.1 Previously the monthly premium per eligible employee paid to the Fund originally was .9% of the Participating Employee's basic monthly salary and the premium cost was shared 50/50 by the Participating Employer and Participating Employee.

7.2 Monthly Premium

Effective June 1, 1994, the monthly premium payable to the Fund per eligible employee is .96% of the employee's basic monthly salary and the premium cost is shared as follows:

- i) Employee share .48% of basic monthly salary
- ii) Employer share .48% of basic monthly salary

7.3 At the discretion of the Participating Employer, the entire premium may be paid by the Participating Employer on behalf of its Participating Employee(s).

7.4 Additional Premium

An additional premium of .06% of basic monthly salary will be paid by the Participating Employer on behalf of its Participating Employee(s) to fund the employer's matching share of pension plan contributions.

7.5 A Participating Employee shall remit to the Administrator the premiums payable pursuant to the Plan where applicable.

7.6 Premiums Payable

Premiums are due and payable monthly on the regular pay dates of the Participating Employee and where applicable the Employer shall collect and remit the same to the Administrator.

7.7 Premiums While on Leave

To continue coverage while on approved leave of absence without pay or lay off, the Participating Employee must pay both the employer and the employee share of monthly premiums on a regular monthly basis. Such monthly premiums are payable in advance on the first day of each month.

7.8 Coverage under the Plan shall terminate upon failure to pay premiums.

7.9 The Participating Employer will continue to pay the .06% premium to fund the employer's matching share of pension plan contributions for those Participating Employees continuing coverage while on lay off or approved leave of absence.

7.10 Premiums Proof

Payment by a Participating Employee of regular monthly premium payments which are made as they become due will constitute proof of coverage where such employee is Actively at Work or has elected to continue coverage while on lay off or approved leave of absence but retroactive premium payments will not constitute proof of past coverage.

7.11 Waiver of Premium

No premium shall be payable for coverage under the Plan for a Participating

Employee in respect of any period for which a monthly benefit is payable under the Plan to such Employee.

ARTICLE VIII
CLAIMS

8.1 Application for Benefit

All Participating Employees who have a claim for disability under the Plan shall furnish an Application for Disability Benefits to the Administrator and Participating Employer in a form determined by the Administrator together with such other documentation as the Administrator may require within 90 days after the expiration of the Qualifying period.

8.2 Failure to furnish such application for benefits within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide such application for benefits within such time, provided it is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from that time Application for Disability Benefit is otherwise required.

8.3 The Participating Employee shall provide to the Administrator written medical evidence of the continuance of a disability subsequent to filing the Application for Benefit at such intervals as the Administrator may require.

8.4 Limitation of Action

No action shall be brought to recover Disability Benefits pursuant to the Plan after the expiration of one year from the date the Application for Benefits or written medical evidence of the continuance of disability is required to be furnished.

8.5 **Medical Examination**

The Administrator shall have the right and opportunity to have a Physician it designates examine a Participating Employee who applies for benefits when and as often as it may reasonably require during the period for which such individual receives Disability Benefits under the Plan.

ARTICLE IX
DISCONTINUANCE AND AMENDMENT

9.1 Discontinuance

The Administrator reserves the right to discontinue this Plan either in its entirety or as it applies to any Participating Employer. Unless agreed otherwise between the Participant Employer or Employers, and the Administrator shall give written notice of its intention to terminate at least 31 days prior to the date of discontinuance.

9.2 Amendment

The Administrator reserves the right to amend the Plan in whole or in part upon 31 days notice to the Participating Employers. No such amendment will affect the benefits payable in respect of a Period of Disability which commenced prior to the expiry of the 31 days of notice.

ARTICLE X
DISPUTE RESOLUTION

10.1 Administrator

The Administrator shall be responsible to administer the Plan and approve or deny claims for Disability Benefits in its sole discretion but consistent with the terms of the Plan.

10.2 Appeal to DIP Council

A Participating Employee who disputes the approval or denial of a claim for Disability Benefits or any aspect of such a claim may appeal in writing to the DIP Council within 60 days from the date the Participating Employee received the decision from the Administrator.

10.3 A Participating Employee who appeals to the DIP Council shall be entitled to make such written submissions and provide such written information or argument to the DIP Council as they see fit.

10.4 The DIP Council shall consider the written appeal submitted by the Participating Employee, all existing information including medical evidence and consider any additional medical information submitted by the Participating Employee. In considering the appeal, the DIP Council may accept any evidence that it considers appropriate, fix its own procedures and processes and is not bound by the rules of law concerning evidence.

10.5 DIP Council may dispose of an appeal in one of the following ways:

- (a) by dismissing the appeal;
- (b) by allowing the appeal in whole or in part;
- (c) by substituting its own decision for that of the Administrator; or
- (d) by deeming the Participating Employee to be Occupationally Disabled if DIP Council is satisfied that:

- i) further medical evidence may prove that the Participating Employee is Occupationally Disabled;
- ii) a rehabilitation program may prevent the Participating Employee from becoming Occupationally Disabled; or
- iii) the Participating Employee is unable to work at his or her Own Occupation by reason of illness in his or her immediate family;

and by fixing a period of time for which the Participating Employee is deemed to be Occupationally Disabled.