



Long Term Disability Plan

Support Staff

TABLE OF CONTENTS

	Page
SECTION 1 ELIGIBILITY AND MEMBERSHIP	1
SECTION 2 DESCRIPTION OF BENEFITS	3
SECTION 3 BENEFIT LIMITATIONS AND SPECIAL PROVISIONS	6
SECTION 4 REHABILITATION PROVISIONS	9
SECTION 5 CLAIM ADMINISTRATION	11
SECTION 6 SUBROGATION	14
SECTION 7 GENERAL PROVISIONS	17
SECTION 8 DEFINITIONS	19

SECTION 1 – ELIGIBILITY AND MEMBERSHIP

1.01 Eligible Employees

An eligible Employee is an Employee in the Service of the University of Alberta who is:

- (1) An Employee entitled to Long Term Disability Benefits as outlined in the Collective Agreement between the Employer and the Non-Academic Staff Association.
- (2) An Employee appointed to a position deemed by the Employer to be an excluded support staff position

1.02 Participation in the Plan

Subject to 1.03 and 1.04, an employee is eligible to participate in the Plan on the date their employment status entitles them to benefits pursuant to the appropriate clauses of the Collective Agreement.

1.03 Actively at Work Requirement

An Employee must be Actively at Work on the date upon which they normally would commence to be a Participant under the Plan. An Employee not Actively at Work due to illness or injury on such date shall not become a Participant under the Plan until they are determined to be medically fit to perform all of the duties of the position to which they were appointed as determined by the Employer, and they report to work.

1.04 Continued Participation during Leave of Absence or Inactive Period

A Participant who is on approved leave of absence without pay or on an inactive period for a recurring term employee shall be eligible to remain a participant throughout such leave, subject to the termination provisions of 1.05 and subject to payment of the monthly Premium by the Employee.

1.05 Termination of Eligibility

A Participant shall cease to be eligible to participate in the Plan at the earliest of the following:

- a) The date they cease to be an Employee, provided the Participant is Actively at Work on the day employment ceases. A Participant not Actively at Work for reasons of illness or injury on the day employment ceases will continue to be eligible to participate in the Plan unless otherwise noted in their termination notice.
- b) The date a layoff takes effect;
- c) The date of retirement, or the date on which the Participant attains Normal Retirement Age;
- d) The date of death;
- e) The date of entry into active duty with the armed forces of any country on a full time basis;
- f) The effective date of a lockout or strike action. Participants already in receipt of Long Term Disability benefits prior to a strike or lockout are not affected by this provision, however there will be no new claims accepted for the duration of a strike or lockout.

SECTION 2 - DESCRIPTION OF BENEFITS

2.01 Monthly Benefit

Participants who become Totally Disabled and whose Total Disability continues throughout the Elimination Period, shall be eligible to apply for a **LTD Benefit** in accordance with Sections 3 and 5. Any LTD Benefit payable shall be paid in accordance with the established payroll schedule, effective from the first day following completion of the Elimination Period. LTD Benefits payable for part of a month shall be prorated by multiplying the LTD Benefit for a full month by the number of working days for which the LTD Benefit is due, divided by the regular number of working days for the month.

2.02 Amount of the LTD Benefit

Subject to the provisions of the Plan, the amount of the LTD Benefit will be equal to:

- (1) 70% of the Monthly Earnings, plus an adjustment for any negotiated salary scale increases that would apply if the participant was at work; and
- (2) an amount equal to the Participant's required contribution to the Public Service Pension Plan. This amount will be remitted directly to that Pension Plan by the Employer together with the Employer's required contribution to the Public Service Pension Plan on the Participant's behalf.

Both the Employer and Employee Public Service Pension Plan premium contributions are paid by the Long Term Disability Plan.

Participants are required to make CPP and EI contributions

2.03 Coordination of the LTD Benefit

The amount of the Long Term Disability benefit described in 2.02 will be reduced by income from other sources as follows:

(1) Direct Offsets

- a) The amount of any benefit payments the Participant is entitled to receive under any Worker's Compensation legislation. This excludes pension awards established prior to the claim for Long Term Disability, provided the pensionable injury is in no way contributing to the current Total Disability.
- b) Canada or Quebec Pension Plan benefits in respect of the Employee only (i.e. the primary benefit) which the Participant receives, or which the Participant would have been entitled to receive had a satisfactory application been submitted. Benefits payable under these plans either for or to a member of the Participant's family (e.g. a spousal or dependent allowance) are excluded.

- c) Any other disability or retirement plan sponsored by an employer and/or government. Maternity or Parental Leave benefits payable under the Employment Insurance Act will be considered a direct offset, but other benefits paid under the Employment Insurance Act such as training benefits are excluded.
- d) Earnings or payments from any employment except as provided under an approved Rehabilitation Program. Excluded are earnings from pre-disability concurrent employment, provided the participant declares the employment at the time application for Long Term disability benefits is made and this employment does not adversely impact their rehabilitation and recovery.
- e) Income replacement indemnity payable under a government plan of automobile insurance.
- f) Damages recovered from a third party for loss of income and arising from the same circumstances as caused the Participant's Total Disability.

Disability benefits received through your own private disability insurance are not included as an offset.

(2) Indirect Offset – All Sources Limit

The Participant's LTD Benefit while Totally Disabled will be further reduced if necessary so that any LTD Benefit payable under this Plan plus income from any other source listed in 2.03 (1) which the Participant actually received or is entitled to receive as determined by the Administrator, including any Canada or Quebec Pension Plan benefits received in respect of the Participant's marital status or children, does not exceed 85% of their Monthly Earnings.

For example, if the income you received or were entitled to receive from all sources was 90% of your pre-disability monthly earnings, the amount of the LTD benefit payable to you would be reduced by 5%.

2.04 Repayment of Benefits Paid in Arrears

A Participant is required to immediately advise the Administrator of any Canada or Quebec Pension Plan disability benefits, or other benefits or income considered to be a Direct or Indirect offset as described in 2.03 paid to the Participant subsequent to approval of their claim for LTD benefits.

A Participant is required to reimburse the Plan for the amount calculated by the Administrator for the entire period during which they received LTD benefits and subsequently were paid Canada or Quebec Pension Plan disability benefits or any other benefits or income as described in 2.03.

2.05 Cessation of LTD Benefit

The LTD Benefit payable under the Plan shall cease at the earliest of:

- (1) The date the Participant is no longer Totally Disabled or is determined not to have a Progressive Disability;
- (2) The date the Participant dies;
- (3) The date the Participant is no longer under continuing medical care or treatment by a Physician, or fails to comply with the requirement to provide medical evidence as specified by the Administrator,
- (4) The date the Participant fails to co-operate in the development of or comply with a Rehabilitation Program approved by the Administrator;
- (5) The date an approved Rehabilitation Program ends because the Participant is Fit For Work;
- (6) The date the Participant engages in any gainful employment, except pursuant to an approved Rehabilitation Program;
- (7) The date the Participant Retires or the date the Participant reaches their Normal Retirement Date (i.e. age 65).

SECTION 3 – BENEFIT LIMITATIONS AND SPECIAL PROVISIONS

3.01 Entitlement to an LTD Benefit

Subject to the terms and conditions of this Plan, LTD Benefits will be payable to a Participant who satisfies all of the following conditions. The Participant must:

- (1) state, on a form prescribed by the Administrator for this purpose, that they are Totally Disabled on the date the Elimination Period expires and have either remained Totally Disabled throughout the Elimination Period due to their specified disability or have unsuccessfully attempted to return to work under a Rehabilitation Program; and
- (2) supply medical evidence satisfactory to the Administrator confirming Total Disability; and
- (3) maintain regular contact with a Designate of the Administrator (generally a Rehabilitation Consultant or Disability Claims Administrator), and where applicable remain an active participant in an appropriate Rehabilitation Program as outlined in Section 4.

In order for you to initially qualify for Long Term Disability Benefits, you are required to comply with ALL of these requirements.

You are also required to comply with ALL of these requirements in order for you to continue to receive Long Term Disability benefits.

3.02 Recurrent Disabilities

Successive periods of Disability of a Participant shall be deemed to occur in the same Period of Total Disability and no new Elimination Period has to be served unless the subsequent Total Disability is due in whole or in part to causes:

- (1) wholly different from those of the prior Total Disability,
- (2) related to the prior Total Disability but the Participant has returned to work and completed at least 6 months of Service at the University of Alberta, excluding any Service during a Rehabilitation Program before commencement of the subsequent Total Disability.
- (3) related to the prior Total Disability but the Participant has returned to work and completed at least 6 months of any employment outside the University, excluding any employment during a Rehabilitation Program, before commencement of the subsequent Total Disability.
- (4) related to the prior Total Disability and the Participant has completed 6 months of a vocational retraining program during which time there has been no medically substantiated relapse in their condition, and the staff member has been in receipt of LTD benefits for more than 24 months.

3.03 **Progressive Disabilities**

- (1) A Participant with a Progressive Disability may qualify for a LTD Benefit if all of the following conditions are satisfied:
 - (a) They supply medical evidence of a Progressive Disability satisfactory to the Administrator; and
 - (b) The Progressive Disability, in the judgement of the Administrator, has reached a stage where the Participant is unable to perform a substantive portion of the duties of their Regular Occupation; and
 - (c) The Administrator determines, after consulting with a Medical Advisor, the Participant's attending Physician, or an appropriate Medical Specialist that a Participant with a Progressive Disability can continue to work on a part time basis, or on a reduced work load basis in their Own Occupation, or in alternative employment.
- (2) For a Participant receiving LTD Benefits due to a Progressive Disability and also receiving employment income with respect to part-time work, reduced work or alternative work, the LTD Benefit will be coordinated with such income under the Plan as follows:
 - (a) The LTD Benefit described in 2.02(1) under the Plan will be reduced by 50% of the employment income received;
 - (b) The All Sources limit described in 2.03(2) will be increased to 100% of the current annual pensionable earnings as calculated by the Employer.
- (3) If a Participant's Progressive Disability is subsequently determined to become a Total Disability, 2.03 will no longer apply and the Participant will qualify for Total Disability LTD Benefits under the terms of the Plan. No second Elimination Period will be required provided the Disability has been continuous.
- (4) Benefits payable under 3.03 may continue as long as 3.03 (1) and other requirements of this Plan continue to be met.

3.04 **Benefit Limitations**

No LTD benefit is payable for:

- (1) injury or illness for which the Participant is not under the care of a Physician who they see on a regular basis.
- (2) any medical condition(s) unless the Participant is receiving appropriate treatment for such condition(s). The appropriateness of the treatment must be agreed upon by the Administrator and the Participant's treating Physician. The Administrator may seek and accept an independent medical opinion from a

Medical Advisor or Medical Specialist where there is a difference of opinion between the Administrator and the Participant's treating Physician.

- (3) the period of a maternity leave that is not a health related absence
- (4) alcoholism or drug addiction unless the Participant is fully compliant with and participating in a recognized treatment program, and is under the continuous care of a Medical Specialist in the field.
- (5) injury or illness which is the result of declared or undeclared war, insurrection, participation in a riot, or service in the armed forces of any country.

SECTION 4 – REHABILITATION PROVISIONS

4.01 General Rehabilitation Provisions

The Administrator may determine, after consulting with a Medical Advisor, the Participant's attending Physician or other Health Care Provider, or a Medical Specialist that a Participant in receipt of a LTD Benefit is required to participate in a Rehabilitation Program established by the Administrator.

If the Participant fails to enter into, or fully cooperate and participate in, a Rehabilitation Program that has been approved by the Administrator, payment of the LTD Benefit will cease immediately and the Participant will no longer be entitled to the LTD Benefit. In considering whether or not a Rehabilitation Program is appropriate, the Administrator will assess factors such as expected duration of disability, impact on quality of life, and the level of activity required to facilitate a timely return to employment.

An approved Rehabilitation Program can consist of, but is not limited to:

1. **Training and/or re-employment:** any training or a work related activity expected to facilitate the Participant's return to their Own Occupation or other gainful employment. This could involve efforts such as a work trial, training on the job, formal schooling, part time work, or modified work in the Participant's Own Occupation or some other occupation more compatible with the restrictions associated with the Participant's medical condition.
2. **Physical or Psychological Rehabilitation:** any physical rehabilitation, or physical or psychological counseling or treatment program intended to enhance the Participant's ability to meet job demands or cope with the requirements of daily living. Examples include but are not limited to: physical or occupational therapy, or conditioning; psychological/psychiatric counseling, pain management therapy or participation in other specialized programs or clinics. This also includes attendance at medical assessments or evaluations used to establish a treatment or Rehabilitation Program.
3. **Vocational Rehabilitation:** transferable skills analysis, vocational or career counseling, active job search, or other vocational assessments or evaluations used to support a return to gainful employment.

4.02 Duration of a Rehabilitation Program:

- (1) The duration of each Rehabilitation Program must be approved by the Administrator. The LTD Benefit will cease at the end of an approved Rehabilitation Program, or at the expiry of 24 months after the commencement of an approved Rehabilitation Program, whichever is earlier, unless the Participant has again become Totally Disabled or qualifies under the Progressive Disability provisions of the Plan. Participation in a Rehabilitation Program is not an automatic entitlement and must first be approved by the Administrator.
- (2) A Participant who subsequently becomes Totally Disabled and is unable to continue his/her Rehabilitation Program may be eligible to resume a Rehabilitation Program for the balance of the 24 months when medically fit to do so.
- (3) Where the duration of the Rehabilitation Program was less than the maximum of 24 months, and a Participant in receipt of LTD benefits for greater than 24 months has not returned to his/her Own Occupation or other gainful employment immediately after completion of retraining, the LTD benefit may be extended for up to 3 additional months to support the staff member while involved in a focused job search. If a Participant chooses not to immediately commence a focused job search the LTD benefit will cease upon completion of the training.

4.03 Impact of Rehabilitation Earnings on LTD Benefits

If a Participant is receiving income under an approved Rehabilitation Program, this income will be co-ordinated with the LTD Benefit payable under the Plan as follows:

- (1) the LTD Benefit described in 2.02 (1) will be reduced by 50% of the income received under the Rehabilitation Program; and
- (2) the All Sources limit described in 2.03 (2) is increased to 100% of Monthly Earnings.

4.04 Travel Expenses

Travel expenses associated with the attendance of a Participant at a rehabilitation centre outside of the greater Edmonton region may be covered by the Plan if there are no local alternatives available. This determination will be made by the Administrator. Reimbursement will be paid in accordance with the general provisions of the University's Travel and Hosting Expense Reimbursement Procedure.

SECTION 5 – CLAIM ADMINISTRATION

5.01 Establishing a Claim

- (1) When the medical condition of a Participant who has been granted illness leave by the Employer is expected to exceed 26 weeks, the Participant will submit a fully completed application for LTD Benefits to the Administrator on claim forms provided by the Administrator for this purpose in accordance with provisions of the Collective Agreements.
- (2) The Participant must give notice of claim plus proof of age to the Administrator, not later than 30 calendar days following the expiration of the Elimination Period.

To minimize the risk of an interruption in your monthly income, you should receive your LTD application form about the 20th week of your illness leave. You are encouraged to return the completed form as soon as possible in order for your LTD claim to be adjudicated before your illness leave ends.

5.02 Claim Adjudication

The Administrator will review the application for benefits to determine the Participant's eligibility to receive a monthly LTD Benefit and the amount of the LTD Benefit payable. The Administrator will consult with a Medical Advisor on questions requiring medical advice. The Administrator may consult with the attending Physician, Medical Specialist(s) or other health care providers in order to adjudicate the claim or determine appropriateness of medical treatment, a Rehabilitation Program, or job accommodation.

5.03 Maintaining Claim Eligibility

Participants applying for, or receiving a LTD Benefit may be required by the Administrator to do any or all of the following:

- (1) provide medical evidence from time to time and to undergo periodic examination by a Medical Specialist chosen by the Administrator to establish that the Total or Progressive Disability continues to exist;
- (2) actively participate and co-operate in the development and implementation of a Rehabilitation Program where such program is recommended;
- (3) apply for any government sponsored disability benefit for which the Participant is eligible and to make an appeal, from time to time, if the government sponsored disability benefit is denied or terminated; and
- (4) provide all other relevant information as reasonably requested by the Administrator.

Failure to meet any of the requirements of 5.03 within the time frames specified by the Administrator will result in immediate cessation of LTD Benefits.

5.04 Claim Decision Appeals

A Participant may request a review of a decision regarding their claim for LTD Benefits, in writing, within 30 calendar days of the date of notification of such decision.

(1) Appeals Based on Medical Evidence

It is the responsibility of the Participant to arrange for and submit any new medical evidence to the Administrator within 90 calendar days from the date of the request to have the decision reviewed. The Administrator will review the Participant's new medical information in conjunction with other information already contained in the claim file, and may consult with a Medical Advisor, the attending Physician, or other Health Care Providers or Medical Specialists in order to adjudicate the claim.

The Administrator will advise the Participant in writing of the decision resulting from the review. If the Participant disagrees with the interpretation of the medical evidence, they may request a review by a Medical Reference Board. This must be requested in writing, within 30 calendar days of notice of the decision resulting from a dispute under this provision.

Request for a Medical Reference Board

A Participant may request that a Medical Reference Board be appointed to review disputes arising from the interpretation of previously submitted medical evidence in support of the application for, or continuation of, LTD Benefits or participation in a Rehabilitation Program.

The Medical Reference Board shall be established by the Administrator within 30 calendar days of receiving the Participant's request. The Board shall consist of a Vocational Rehabilitation consultant appointed by the Employer and two Physicians with medical specialties appropriate to the issue under review as determined by the Medical Advisor. One Physician will be appointed by the Employer. The second Physician will be appointed by the Participant. Both Physicians must not have had any prior involvement with the Participant, either directly or indirectly. The procedures to be followed by the Medical Reference Board shall be determined by the Administrator.

No decision, order, directive, declaration, ruling or proceeding of the Medical Reference Board shall be questioned or reviewed in any court by application for judicial review or otherwise, and no order shall be made or process entered or proceeding taken in any court, whether by way of injunction, declaratory judgement, prohibition, quo warrant or

otherwise, to question, review, prohibit or restrain the Medical Reference Board or any of its proceedings. All medical determinations made by the Medical Reference Board shall be final and binding upon the parties.

(2) Appeals Based on Administrator's Interpretation of the Plan

A Participant may request a review of an interpretation of the Plan which results in denial or discontinuation of their LTD Benefit. In such event, the Participant must present to the Administrator in written form, within 30 calendar days, the reasons for disputing the interpretation. The Administrator shall refer the request to the Administrative Review Committee established pursuant to 7.01.

No decision, order, directive, declaration, ruling or proceeding of the Administrative Review Committee shall be questioned or reviewed in any court by application for judicial review or otherwise, and no order shall be made or process entered or proceeding taken in any court, whether by way of injunction, declaratory judgment, prohibition, quo warrant or otherwise, to question, review, prohibit or restrain the Administrative Review Committee or any of its proceedings. All decisions of the Administrative Review Committee shall be final and binding upon the parties.

5.05 Employer Determination (documentary review)

For purposes of the Plan, the Administrator shall be entitled to rely on the Employer's records as being conclusive of the facts with which they are concerned.

5.06 Payments to Dependent Adults

Where for any reason the Administrator receives notice that a Participant entitled to LTD Benefits under the Plan is unable to manage their own affairs, any amount that is payable to the Participant under the Plan will be paid to the Participant's duly appointed guardian or other legal trustee. Any payments made pursuant to this provision are deemed to be payment to the Participant in respect of whom such payments are made and shall be a complete discharge of the obligation of the Plan, the Employer, and the Administrator to make such payments.

SECTION 6 – SUBROGATION

6.01 Definitions

For purposes of Section 6:

- (1) **Benefit** shall mean any LTD Benefits payable under this Plan together with all illness leave benefits including General Illness, leave with pay or costs under the Supplementary Health Care benefit;
- (2) **Interest** means interest calculated in accordance with the provisions of the most current version of the *Alberta Judgment Interest Act* and regulations thereto;
- (3) **Judgment** shall mean an Order of the court of competent jurisdiction;
- (4) **Participant** shall mean any employee of the University of Alberta who is entitled to LTD Benefits or illness leave Benefits;
- (5) **Settlement** shall mean an agreement whereby the participant agrees to accept any sum of money representing past or future loss of income, either by lump sum, periodic payment, or through the purchase of an annuity, or any combination of the above;
- (6) **Subrogated Claim** shall mean the Plan's right of subrogation, which arises when the Participant, as a wrongful act or omission of a third party, recovers:
 - a. damages representing the amount of any Benefits paid or payable under the Plan, whether or not the Participant recovers, in whole or in part at all, any additional damages from the third party; and
 - b. amounts representing the amount of any Benefit paid or payable under the Plan, from the Participant's insurer under a Family Protection Endorsement or other similar insurance coverage.

6.02 Plan's Right of Subrogation

In the event that the Plan pays a LTD Benefit as a result of an act or omission of a third party, the Plan is subrogated to the amount of the benefits paid or payable to the Participant plus interest. The following provisions shall apply:

- (1) the Participant shall advise the Plan of any claim for loss of income being advanced by the Participant against a third party or his/her own insurers pursuant to a Family Protection Endorsement;

- (2) the Participant shall include in its claim advanced against a third party or his/her own insurers pursuant to a Family Protection Endorsement the amount of the Benefits paid or payable under the Plan arising as a result of any disability which was caused by the act or omission of a third party together with, if the Participant remains disabled as a result of the actions or omissions of a third party, the amount of all anticipated future Benefits;
- (3) the Participant agrees to cooperate with the Administrator and to provide all records, transcripts, reports and information with respect to the calculation or allocation of any loss of income claim. In addition, the Participant agrees to attend at Examination for Discovery or trial at the request of the Administrator;
- (4) the Plan shall have the right (but not the obligation) to maintain an action in the name of the Participant to recover its Subrogated Claim and the Administrator may at all times engage a solicitor to recover its Subrogated Claim and for this purpose, the Participant shall permit the Administrator to engage his/her solicitor to pursue its Subrogated Claim;
- (5) the Participant shall not settle his/her claim without the prior written consent of the Administrator. Any Settlement by the Participant without the consent of the Administrator shall be deemed to be a fundamental breach by the Participant of his/her obligations under the Plan and in addition to any remedies available to the Administrator, the Administrator may forthwith terminate payment of any Benefits payable under the Plan; and
- (6) the Participant shall not sign a Release, which releases the Subrogated Claim of the Plan, without the written consent of the Administrator;

6.03 Recovery of 100% of Claim

Where, as a result of a Judgment or Settlement, the Participant has recovered 100% of his/her damages, including, but not limited to, general damages, special damages, loss of income, loss of housekeeping capacity and interest, the Participant shall pay to the Administrator 100% of the Benefits, paid or payable, less a proportionate share of legal fees.

6.04 Recovery of less than 100% of Claim

Where as a result of a Judgment or Settlement, the Participant does not recover 100% of his/her damages, including, but not limited to, general damages, special damages, loss of income, loss of housekeeping capacity and interest, the Participant shall pay to the Administrator, a percentage of its Benefits paid which is equal to the percentage of total

recovery made by the Participant in relation to all of his/her damages, less a proportionate share of the legal fees paid.

6.05 Settlement without Consent of the Administrator

In the event that the Participant settles without the consent of the Plan Administrator, in addition to any other remedies available to the Administrator, and notwithstanding any express term of any Settlement:

- (1) the amount of the Settlement shall be deemed to have been paid firstly with respect to any claim which the Plan may have a Subrogated Claim and for which the Participant has received benefits arising from the act or omission of a third party;
- (2) the amount of recovery shall be deemed to have been paid with respect to the future benefit as of the date of settlement and the Plan shall offset the full amount which would otherwise be offset on a Settlement with the consent of the Plan Administrator; and
- (3) the balance, if any, shall be deemed to have been paid with respect to the other claims of the Participant.

SECTION 7 – GENERAL PROVISIONS

7.01 Administrative Review Committee

For purposes of the Plan, the Administrative Review Committee is the Support Staff Benefits Committee. This Committee will review claim appeals arising from administrative decisions pursuant to 5.04. The Committee will reach decisions regarding disputes through a vote of all members. In the event of a tie vote, the decision of the Administrator that led to the appeal is upheld.

7.02 Insurance

As of the Effective Date, the Plan is self-insured by the Employer. At any time the Employer may enter into an insurance agreement with an insurance company licensed to sell insurance in Canada to provide all or part of the benefits provided under this Plan, and in particular may enter into underwriting agreements or purchase stop loss insurance to limit its financial liability under this Plan.

7.03 Other Employment Income

A Participant has an obligation to advise the Administrator of earnings or payments from any employment in which they were engaged at the onset of disability, or at the time they become so engaged while in receipt of benefits under this Plan, and is required to divulge such detail as deemed necessary by the Administrator.

7.04 Misstatements

In the event it is found that any material fact has been deliberately misstated, the Administrator is empowered to make or cause to be made such adjustments or terminate payments respecting such Participant, for the purposes of the Plan, as the Administrator, shall deem equitable.

7.05 No Right to Employment

The Plan shall not be construed to create or enlarge any right of a Participant to remain in the employment of the Employer, nor shall it interfere in any manner with the right of the Employer to discharge a Participant at any time pursuant to the applicable Collective Agreement.

7.06 Liability

No person, Employee, former Employee, Participant or former Participant shall have any recourse under any provisions of this Plan against any past, present, or future Governor, Officer or Employee of the Employer who shall be free from all liability, except in the case of willful misconduct or gross negligence.

7.07 Currency

All Premiums to and payments under the Plan shall be payable in the lawful currency of Canada.

7.08 Construction

The Plan shall be construed and enforced in accordance with the laws of the Province of Alberta.

7.09 Amendment of the Plan

The Employer expects and intends to maintain the Plan indefinitely, but reserves the right to amend, modify or discontinue the Plan either in whole or in part, subject to the requirements of any applicable legislation and the Collective Agreement.

The Plan may be amended at any time, and from time to time, by the Employer. Where the amendment directly or indirectly affects the benefits due to the Participants, notice shall also be given to the Participants.

SECTION 8 – DEFINITIONS

In this Plan, and any other document pertaining to this Plan, the following terms shall have the meaning set forth below unless otherwise specifically noted.

8.01 "ACTIVELY AT WORK" means that the Employee is performing or is capable of performing the duties of their own Occupation at the Employee's normal place of employment, or they are capable of performing those duties if not at work due to a non-scheduled work day, a holiday or a vacation day.

8.02 "ADMINISTRATOR" means the person delegated by the University to be responsible for the administration of the Plan on behalf of the Employer. This includes but is not limited to dealings with other insurers or government agencies on matters arising from provisions of the Plan. Specific day to day administrative responsibilities may be further delegated by the Administrator.

8.03 "COLLECTIVE AGREEMENT" means the Collective Agreement between the Non-Academic Staff Association and the Governors of the University of Alberta.

8.04 "DISABILITY" means the complete inability of a Participant:

- a) to perform the Regular Duties of their own occupation during the Elimination Period and the first 24 months of Disability payments.
- b) to perform the duties of any gainful occupation for which they are reasonably suited by training, education, or experience after the first 24 months of Long Term Disability payments.

In both cases the Participant must be under the regular, ongoing care of a Physician, who may be required to confirm the medical condition of the Participant from time to time. The Participant does not have to be confined to their home or an institution.

Whether you have a Disability is based on a review of the specific physical and cognitive demands of your regular job as outlined on your Job Fact Sheet.

You must be completely unable to perform a significant portion of the duties in order to qualify. The Plan does not cover a partial disability.

8.05 "EFFECTIVE DATE" means April 1, 1983.

8.06 "ELIMINATION PERIOD" means with respect to a Participant, the first 26 weeks of Total Disability. If the Participant is not Actively At Work for any reason other than being on illness

leave on the date the Elimination Period would otherwise commence, the Elimination Period will begin on the scheduled date of return to work of the Participant.

For recurring term employees, if there is no scheduled date for the Participant to return to work, the Administrator will obtain a decision from the department with respect to a deemed date for the Participant's return to work.

If a Participant interrupts the Elimination Period by a genuine but unsuccessful attempt to resume the duties of the Participant's Own Occupation or to participate in a Rehabilitation Program as described in Section 5, such interruption shall be included in the computation of the Elimination Period.

There is no risk to your LTD benefits if you are not successful in returning to work in your regular job or another position.

Participants are required to engage in a return to work plan and disability benefits may be terminated if you are not sincere in your efforts to return to work.

- 8.07 **"EMPLOYEE"** means a person in the Service of the University of Alberta in a general support position described in Section 1.01.
- 8.08 **"EMPLOYER"** means the Governors of the University of Alberta.
- 8.09 **"FIT FOR WORK"** means the Participant is capable of safely performing specific duties.
- 8.10 **"HEALTH CARE PROVIDER"** means person legally licensed and duly qualified to perform or prescribe the service or supply in question.
- 8.11 **"LTD BENEFIT"** means the monthly income payable to a Totally Disabled Participant or to a Participant with a Progressive Disability in accordance with the terms of this Plan.
- 8.12 **"MEDICAL ADVISOR"** means a Physician retained by the Employer to advise the Administrator on medical questions related to benefit entitlement or other aspects relevant to the Plan, medical issues or treatment, or suitability of a Rehabilitation Program.
- 8.13 **"MEDICAL REFERENCE BOARD"** means a panel for adjudicating appeals related to medical matters that arise out of decisions made by the Administrator.
- 8.14 **"MEDICAL SPECIALIST"** means a Physician who has completed advanced education and clinical training in a specific area of medicine (their specialty area), and who is qualified to

provide advice relevant to the medical condition, treatment and rehabilitation of a Participant.

8.15 **"MONTHLY EARNINGS"** means the Participant's basic monthly rate of salary, before required deductions, as of the last paid day of the Elimination Period. When a subsequent period of Total Disability is considered as a continuation of the previous period of Total Disability, the Monthly Earnings shall be determined as of the last paid day of the Participant's Elimination Period with respect to the previous period of Total Disability.

Additional earnings such as overtime, shift differential, second language premiums, etc are not taken into consideration when calculating your basic monthly earnings under the Plan.

8.16 **"NORMAL RETIREMENT DATE"** means the Participant's 65th birthday.

8.17 **"OWN OCCUPATION"** means the job functions that the Participant regularly performed before their Disability commenced.

8.18 **"PARTICIPANT"** means an Employee who has joined the Plan and whose plan membership has not terminated, or who is in receipt of a LTD Benefit.

8.19 **"PHYSICIAN"** means a duly qualified person who is legally licensed to practice medicine by the appropriate licensing authority where treatment is rendered, and who is practicing within the scope of their license.

8.20 **"PLAN"** means the Long Term Disability Plan established by the Employer for its Employees effective April 1, 1983.

8.21 **"PREMIUM"** means the monthly cost of the Plan as determined by the Employer divided by the number of eligible Participants.

8.22 **"PROGRESSIVE DISABILITY"** means a medically identifiable disease or condition that is chronic, progressive and degenerative in nature which restricts the Participant's ability to fully perform the duties of their Own Occupation, or any gainful occupation, and where the Participant has already been in receipt of a LTD benefit for more than 24 months.

8.23 **"REGULAR DUITES"** means the duties equal or similar to those duties performed by the Employee immediately prior to the commencement of the Elimination Period.

8.24 "REHABILITATION PROGRAM" means any program for the purpose of returning a Totally Disabled Participant to remunerative employment, as described by Section 4.

8.25 "RETIREMENT, RETIRES OR RETIRED" means that a Participant has attained their Normal Retirement Date or made an election under the Public Service Pension Plan to start receiving a pension. In the latter case the Retirement Date shall mean the date that such Employee ceases to accrue pensionable service under the terms of the Public Service Pension Plan Act of Alberta.

For a Participant who does not participate in the Public Service Pension Plan, "Retirement, Retires or Retired" means their normal Retirement Date. An earlier retirement date may be specified by mutual agreement between the Employer and the Participant.

8.26 "SERVICE" means an Employee's uninterrupted period of employment since the Employee's last date of hire by the Employer, without regard to periods of temporary interruption of active employment, with or without pay.

8.27 "TOTALLY DISABLED AND TOTAL DISABILITY" means with respect to a Participant:

- (1) the medically substantiated total inability of the Participant due to disease, injury, mental disorder, alcoholism, drug addiction or pregnancy to perform those regular duties pertaining to the Participant's Own Occupation, for up to 24 months immediately following the Elimination Period, and thereafter,
- (2) the medically substantiated total inability of the Participant due to disease, injury, mental disorder, alcoholism, drug addiction or pregnancy to engage in any and every gainful occupation for which the Participant is or may become reasonably suited by education, training and/or experience in accordance with Section 4.