

## **APPENDIX A**

### **MEMORANDUM OF UNDERSTANDING**

#### **ENHANCED DISABILITY MANAGEMENT PROGRAM**

##### **Section A – General Principles and Application (effective April 1, 2011)**

The purpose of the Enhanced Disability Management Program (EDMP) is to facilitate an employee-centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

Employees who participate in the program will benefit from a holistic Case Management Plan (CMP) that may include medical intervention, transitional work (TW), a graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining.

#### **1.0 Elements of the EDMP**

**1.1** A CMP will be developed for all employees who participate in the EDMP and will include milestones and expected outcomes. An employee's CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and the likelihood of a return to work. The CMP is intended to provide early, appropriate and on-going support for ill or injured employees. The EDMP process sets out regular reviews and monitoring of individuals and is intended to provide a more seamless process for employees returning to work or requiring support from the Long Term Disability (LTD) Plan while in receipt of benefits.

**1.2** The LTD Plan is available to employees who meet the LTD eligibility requirements. In circumstances where the employee's absence results in an employee receiving an LTD benefit, this benefit will be part of the employee's CMP.

**1.3** The EDMP shall be made up of this Appendix, the Policies and Procedures, and the Case Management Dispute Resolution Process. The Policies & Procedures document can be updated, as necessary, by the Provincial Steering Committee (PSC).

#### **2.0 Effective Date**

**2.1** The EDMP is effective April 1, 2011.

- 2.2 The EDMP shall address all phases of the disability management process and will replace existing Collective Agreement provisions related to early intervention, long term disability and early safe return to work for all employees with a date of disability on or after April 1, 2011. Unless otherwise mutually agreed by the parties, existing collective agreement provisions related to early intervention, long term disability and early safe return to work will continue to apply to employees with a date of disability prior to April 1, 2011.

### **3.0 Goals**

The Goal of EDMP is to:

- Provide early, appropriate and on-going support so that ill/injured employees maintain their connection with the workplace and return to work in a safe and timely manner.
- Provide support to employees who are struggling at work when participation in this program could reasonably prevent the employee from being off work.
- Provide appropriate, caring, professional case management of the ill/injured employee's medical, personal, workplace and vocational issues to facilitate a timely return to work.
- Promote a safe, accessible and healthy workplace.
- Encourage health promotion and employee wellness.
- Reduce the cost of sick, long term disability (LTD) and Workers Compensation Board (WCB) leaves.

### **4.0 Overriding Principles**

- Improvements in disability management processes will be jointly developed and administered.
- Disability management is intended to facilitate early intervention, effective rehabilitation, stay at work and early return to work programs.
- Reasonably addresses barriers to return to work – medical, personal, vocational and/or workplace.
- Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled.

- Prevention and disability management processes will be evidence based, continuous and integrated.
- EDMP processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment.
- Regular employees who are off work with a work related illness/injury or who are off work for a non-work related illness/injury for 5 consecutive shifts are required to participate in the program unless the employee has a bona fide reason to decline.
- EDMP will be compliant with legislation and regulations (e.g. Workers' Compensation Act, human rights legislation, including duty to accommodate and privacy laws), and the Provincial Collective Agreement (PCA).
- Confidential medical information will be protected.
- Disability management is most effective when delivered as close to the workplace as possible.
- An effective system-wide evaluation will be implemented. This requires the development of a framework, determining key metrics and identifying the frequency of data sharing.
- Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required.

## **5.0 Governance and Administration**

### **5.1 Provincial Steering Committee (PSC)**

- 5.1.1 The PSC will be made up of six (6) representatives of HEABC and its members, and six (6) representatives of the Association.
- 5.1.2 The PSC will be the governing body and will carry out its roles and functions in accordance with the EDMP, and will establish a sufficient number of Working Groups to oversee the day to day operation of the program.

### **5.2 Working Group Participation**

- 5.2.1 The Union and the Employer will appoint an equal number of representatives.

## **6.0 Standard Practices**

6.1 The EDMP will be administered in a manner consistent with the PCA and the policies and procedures developed by the PSC.

6.2 In the event the employer uses a third party to provide EDMP services, the employer will ensure that the third party fulfills its role in a manner consistent with the EDMP. The employer will ensure that the necessary service level standards are in place with the third party provider.

## **7.0 Evaluation**

7.1 The parties agree to conduct evaluations in accordance with the established framework.

## **8.0 Provision of Services**

8.1 EDMP will provide appropriate services at no cost to the employee, including the cost of obtaining Occupational Functional Assessments (OFAs).

## **9.0 Dispute Resolution Process**

9.1 All case management disputes shall be resolved in accordance with the Case Management Dispute Resolution Process.

9.2 All other disputes concerning the interpretation, application, operation or any alleged violation of the EDMP are subject to the grievance and arbitration procedure set out in the PCA.

## **10.0 Privacy**

10.1 Confidentiality and the right to privacy protection is an important guiding principle of the EDMP. Confidentiality policies will be developed by the PSC including rules regarding what information is collected, from whom and under what circumstances it is shared, and where and for how long it is stored.

## **11.0 Case Management**

11.1 Eligible employees will benefit from a holistic CMP that may include medical intervention, transitional work, graduated return to work, workplace modifications, vocational rehabilitation, and/or retraining. All CMPs will be developed in

accordance with the EDMP. The CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and likelihood of a return to work.

- 11.2 Upon successful completion of a CMP, an employee will return to their own job unless it is identified in the CMP that an employee cannot return to their own job. An employee who cannot return to their own job will be an automatic candidate for all vacancies with the Employer and shall have the ability to bump under the collective agreement for positions that the employee is qualified and capable of performing.

### **12.0 Request for Leave while engaged in a CMP**

- 12.1 Employees who are engaged in a CMP may request leave on a day that they are scheduled to work. Leaves will be granted and paid in accordance with the PCA (see Section B – 16.1 for employees in receipt of LTD benefits).

### **13.0 Graduated Return to Work (GRTW)**

- 13.1 A Graduated Return to Work (GRTW) supports an employee through a time limited gradual increase in hours and/or duties to return to their own job or suitable alternate position.
- 13.2 Participation in a GRTW is contingent upon clearance from the appropriate medical professional. The GRTW shall be considered as part of the treatment/rehabilitation process under the EDMP. All employees engaged in a GRTW shall be supernumerary.

### **13.3 A written GRTW for the employee will include:**

- 13.3.1 An overview of the employee's GRTW, including its expected outcome and end date, and
- 13.3.2 The number of phases, their duration and the number of hours to be worked per shift in each phase.

### **14.0 Wages and Benefits on a GRTW as part of a CMP**

- 14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.
- 14.2 Benefits under Article 46 are reinstated on commencement of a GRTW and continue while the employee is actively participating in the program.

- 14.3 All other benefits of the PCA accrue on a proportionate basis (see Section B – 17 for employees in receipt of LTD benefits).

## **Section B – Long Term Disability (LTD) Plan (date of disability on or after April 1, 2011)**

### **1.0 Eligibility**

- 1.1 Regular full-time and regular part-time employees, upon completion of the three-month probationary period, become members of the Long Term Disability (LTD) Plan as a condition of employment.
- 1.2 In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2011 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.
- 1.3 Total Disability, as used in this LTD Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit (See Section B – 6 Residual Monthly Disability Benefit of this Appendix). Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- 1.4 During a period of total disability an employee must be under the regular care of a medical doctor.

### **2.0 Exclusions from Coverage**

- 2.1 The LTD Plan does not cover total disabilities resulting from:
- 2.1.1 war, insurrection, rebellion, or service in the armed forces of any country;
  - 2.1.2 voluntary participation in a riot or civil commotion,

except while an employee is in the course of performing the duties of their regular occupation;

2.1.3 intentionally self-inflicted injuries or illness.

### **3.0 Application for LTD Benefits**

3.1 A written application under the LTD Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from the LTD Plan or as soon thereafter as is reasonably possible. Failure to apply within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required application within such time, provided the application is sent no later than six (6) months from the time the application is otherwise required.

### **4.0 Waiting Period/Transition to LTD**

4.1 Employees who still have unused sick leave credits after the waiting period when the long term disability benefit becomes payable shall have the option of:

4.1.1 using sick leave credits to top up the long term disability benefit; or

4.1.2 banking the unused sick leave credits for future use.

4.2 Employees who will be eligible for benefits under the LTD Plan shall not have their employment terminated. Following expiration of their sick leave credits and/or any other paid leaves to which they are entitled, they shall be placed on unpaid leave of absence until receipt of LTD benefits.

4.3 Employees who have a CMP and participate in transitional work, a graduated return to work or an accommodation during the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.

4.4 An employee who has been granted any unpaid leave of absence totaling less than twenty-one (21) days in any year (including time while in receipt of LTD) shall continue to accumulate all benefits.

- 4.5 An employee shall not accumulate benefits from the twenty-first (21st ) day of unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave (see Article 37 of the PCA).
- 4.6 Upon expiration of an unpaid leave an employee shall receive credit for previously earned benefits and shall resume accumulating benefits.

## **5.0 LTD Benefits**

- 5.1 Provisions set out under Section B – 4.4, 4.5 and 4.6 apply to employees in receipt of LTD benefits.
- 5.2 Medical, Extended Health and Dental – Employees on long term disability who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totaling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, Extended Health and Dental benefit plan coverage. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis.
- 5.3 Pension – Employees on long term disability shall be considered employees for the purposes of pension in accordance with the Municipal or the Public Service Pension Plan Rules, as applicable.
- 5.4 Group Life Insurance – Employees on long term disability shall have their group life insurance and AD&D premiums waived and their coverage continued.
- 5.5 LTD Premiums – LTD premiums shall be waived while an employee is in receipt of a disability benefit from the LTD Plan.
- 5.6 Totally disabled employees shall receive a benefit equal to seventy percent (70%) of the first \$5843 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$5843 or sixty-six and two-thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The \$5843 level is to be increased annually by the increase in the weighted average wage rate for employees under the PCA for the purpose of determining the benefit amount for eligible employees as at their date of disability.



It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD Plan.

- 5.7 In the event that the LTD benefit falls below the amount set out in Section B – 5.6 above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy percent (70%) of the first \$5843 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$5843 or sixty-six and two-thirds percent (66-2/3%) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$5843 figure will be adjusted as set out in Section B – 5.6 above).
- 5.8 For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.
- 5.9 The LTD benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for and begins receiving the Early Retirement Incentive Benefit, whichever occurs first.
- 5.10 Employees are not to be terminated for non-culpable absenteeism, while in receipt of long term disability benefits.

## **6.0 Residual Monthly Disability Benefit**

- 6.1 The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of the rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly

Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's monthly long term disability net of offsets benefit and the percentage difference between the eighty-five percent (85%) of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.

**Example:**

- (a) Monthly long term disability net of offsets benefit = \$1000.00 per month
- (b) 85% rate of pay at date of disability = \$13.60 per hour
- (c) 70% of current rate of pay = \$12.12 per hour
- (d) percentage difference [(b/c) - 1] = 12.2%
- (e) Residual Monthly Disability Benefit (a x d) = \$122.00

## **7.0 Integration with other Disability Income**

- 7.1 In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this LTD Plan shall be reduced by one hundred percent (100%) of such other disability income.
- 7.2 If other disability income is available to the employee, they must apply for this income prior to receiving LTD benefits. Other disability income shall include but is not limited to:
  - 7.2.1 any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and
  - 7.2.2 any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and

- 7.2.3 any amount of disability income provided by a compulsory act or law; and
  - 7.2.4 any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled had they applied for such a benefit; and
  - 7.2.5 any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.
- 7.3 Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.
- 7.4 If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid in accordance with Appendix B.
- 7.5 The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates [Reference Section B – 5.7].

## **8.0 LTD Plan Early Retirement Incentive Provision**

- 8.1 The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.
- 8.2 An employee under this Agreement who is:
- 8.2.1 eligible for, or who is receiving LTD benefits or who has been in receipt of benefits for four (4) years or more,

- 8.2.2 eligible for early retirement pension benefits; and
- 8.2.3 not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.
- 8.3 The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.
- 8.4 Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- 8.4.1 the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
- 8.4.2 the amount of the monthly early retirement benefit that the employee will receive;
- 8.4.3 the amount of the gross monthly LTD benefit that the employee is entitled to receive;
- 8.4.4 the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
- 8.4.5 the maximum LTD benefit duration period applicable to the employee.
- 8.5 If the combination of pension benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section B – 7.2 of this Appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.
- 8.6 An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit

Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the PCA.

- 8.7 All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age, or death, whichever is earlier.

## **9.0 LTD Appeals**

- 9.1 LTD claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes a decision of the claims-paying agent regarding a claim for benefits under the LTD Plan, the employee may file an appeal requesting that the claim be re-examined by the claims-paying agent.

- 9.2 The claims-paying agent shall provide a decision letter which includes the reasons for acceptance or denial of an appeal and shall provide it to the claimant, and the Union upon receipt of authorization from the claimant.

- 9.3 File disclosure including all medical opinions and case notes shall be provided to the Union when requested and upon receipt of authorization from the claimant.

- 9.4 A claimant shall have a two (2) year time limit to appeal any decision to deny or terminate a claim unless there are good and sufficient reasons to extend the time period. Claimants shall be provided with information about the appeal process and contact information for their union representative.

## **10.0 Claims Review Committee (CRC)**

- 10.1 If the employee continues to dispute a decision of the claims-paying agent, the employee may request to have the claim reviewed by a Claims Review Committee (CRC) comprised of three (3) independent and qualified medical doctors agreed to by the LTD Plan Advisory Committee.

## **11.0 Return to Work**

11.1 Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job. An employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 and Article 19.

## **12.0 Successive Disabilities**

12.1 If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

12.2 In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

12.3 Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

## **13.0 Rehabilitation under LTD Plan**

13.1 Rehabilitative employment shall mean any occupation or employment for wages or profit or any course or training that entitles the disabled employee to an allowance, provid-

ed such rehabilitative employment has the approval of the employee's doctor and the underwriter of the LTD Plan.

- 13.2 Approved Rehabilitation Plan (ARP) means a rehabilitation plan that has been jointly developed by the employee and the employee's union, the Disability Management Professional (DMP) and the HBT/underwriter and approved by HBT/underwriter, consistent with the principles of the EDMP. The ARP shall be signed by the employee and the HBT/underwriter.

In the event that an employee is medically able to participate in a rehabilitation activity or program, called an ARP, that can be expected to facilitate a return to their own job or other gainful employment, entitlement to benefits under the LTD Plan will continue for the duration of the ARP as long as the employee continues to participate and cooperate in the ARP.

#### **14.0 Rehabilitation Review Committee (RRC)**

- 14.1 In the event that the eligible employee does not agree with the rehabilitation plan or does not agree that they are medically able to participate and cooperate in the rehabilitation plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:

14.1.1 be able to demonstrate reasonable grounds for being unable to participate and cooperate in the rehabilitation plan; or,

14.1.2 appeal the dispute to the Rehabilitation Review Committee (RRC) for a resolution.

- 14.2 The RRC shall be composed of three (3) qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The RRC shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the RRC shall be to resolve the appeal of an eligible employee who:

14.2.1 does not agree with the rehabilitation plan; or,

14.2.2 does not agree that they could medically participate in the rehabilitation plan.

14.3 During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the RRC has made its decision. The decision of the RRC shall determine whether or not the eligible employee is required to participate and cooperate in the rehabilitation plan. The rehabilitation plan approved by the RRC shall be deemed to be the ARP. In the event that the eligible employee does not accept the RRC's decision, their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the ARP.

### **15.0 Rehabilitative Employment Benefits and Entitlements while in receipt of LTD Benefits**

15.1 An Employee who returns to gainful rehabilitative employment under an ARP will receive all monthly rehabilitation earnings plus a monthly Long Term Disability benefit up to the amount set out in Section B – 5.6 of this Appendix provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability.

15.2 An employee who returns to gainful rehabilitative employment under an ARP and works 14.4 hours or more per week will have their Medical, Dental, and Extended Health benefits reinstated. Group life insurance, AD&D and LTD premiums are waived.

15.3 An employee who returns to gainful rehabilitative employment under an ARP will have all other benefits accrue on a proportionate basis.

15.4 Earnings received by an employee during a period of total disability that are derived from employment which has not been approved as rehabilitative employment under an ARP, shall reduce the regular monthly benefit from the Plan by one hundred percent (100%) of such earnings.

15.5 If the ARP involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability or some lesser period as agreed to by the employee, the Union and the DMP as part of a CMP.

15.6 Upon successful completion of the ARP an employee who is



unable to return to their own job may have their LTD benefit period extended for a maximum of six (6) months for the purpose of job search.

## **16.0 Request for Paid Leave while engaged in Rehabilitative Employment and in Receipt of LTD Benefits**

16.1 Requests for paid leaves, except sick leave, on a day that an employee is scheduled to work will be granted and paid in accordance with the PCA and will not result in income that exceeds one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability. (See Section A – 12.1 for leaves while engaged in rehabilitative employment and not in receipt of LTD benefits).

## **17.0 GRTW Wages and Benefits while In receipt of LTD Benefits**

17.1 These employees are considered disabled and under treatment.

17.2 The employees will receive pay and appropriate premiums for all hours worked. The LTD Plan will pay for hours not worked at two-thirds (2/3) of basic monthly earnings at the date of disability.

17.3 On the commencement of a GRTW Medical, Dental, and Extended Health benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.

17.4 An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

## **18.0 LTD Premiums While On A Leave of Absence**

18.1 Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

## **19.0 Benefits Upon Plan Termination**

19.1 In the event this LTD Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by the LTD Plan prior to its termination.

## **20.0 Premiums**

20.1 The cost of the LTD Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

## **21.0 Administration**

21.1 The Employer shall administer and be the sole trustee of the Plan.

21.2 The claims-paying agent shall provide HEABC and the Association with copies of policies, procedures and guidelines used for claims adjudication.

21.3 The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

21.4 All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedure in the PCA.

## **22.0 Long Term Disability Plan Advisory Committee**

22.1 The parties will work together to improve the LTD Plan processes. Two (2) persons from HEABC and one person from the HBT or other benefit administrator or service provider shall meet with three (3) representatives of the Association.

## **23.0 Provincial Collective Agreement Unprejudiced**

23.1 The terms of the Plan set out above shall not prejudice the application or interpretation of the PCA.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING AGREEMENT ON PRINCIPLES REGARDING APPLICATION OF SECTION B – 7.4 OF THE ENHANCED DISABILITY MANAGEMENT PROGRAM

*This is the language of Don Munroe's consent award from 2003 and is current practice in the event of a retroactive award for CPP and WCB benefits.*

The parties mutually agree as follows:

1. If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which she/he is eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid up to 100% of the amount of the LTD benefits paid to the claimants as of the effective date the claimant first receives the other disability income for periods of overlapping entitlement;
2. The LTD Plan is entitled to integrate retroactive awards of other disability income. The integration of retroactive awards will be calculated from the commencement date of the retroactive period (i.e. the date benefit entitlement commenced), or the commencement date of the LTD benefits payable (i.e. the day after the qualification period), whichever date is later;
3. The amount recoverable by the LTD Plan will be based on the amount of the other (e.g. WCB or CPP) monthly disability benefit payable at the commencement date of the retroactive period of the award or at the commencement date of the LTD benefit, whichever is later. The amount will be determined by a "month-to-month" calculation (e.g. the amount of the other monthly disability income benefit payable, times the number of months that overlap with the LTD benefit period) and will be based on the monthly benefit that is being paid by the other disability income provider at the commencement date of the overlapping period, except as provided herein.
4. Any indexing of the other disability monthly benefit payable (except the monthly benefit amount of commuted pensions referred to in paragraph 7 below) will not be included for integration except where, after the commencement date of the

overlapping period of integration, the LTD benefit payable under the LTD Plan is increased due to an indexing provision of the LTD Plan (e.g. cost of living adjustment or a recalculation of the LTD benefit payable based on the current wage rate applicable to the disabled employee's own job at the date of disability). In that event, the increase in the other disability monthly income, as a result of indexing, will be integrated as at the date the LTD benefit is increased due to indexing. In the event that the indexing factor applicable to increase the LTD benefit payable under the LTD Plan is lower than the indexing factor of the other disability income provider, the LTD Plan will use the lower indexing factor to determine the amount of the other disability indexed income that is to be integrated with the LTD benefit. Commuted pension awards will be addressed as provided in paragraph 7 below;

5. The LTD Plan will be entitled to recover a portion of any interest awarded by the other disability income provider on the sum referred to in paragraphs 3 and 4 above, that is, the amount that is applicable to the retroactive portion of the award that is owed to the LTD Plan. The method of determining the amount of interest owed to the LTD Plan will either be calculated using the interest formula of the other disability income provider or, if the same result, a pro-ration of the actual interest amount paid by the other disability income provider based on the portion of the amount paid by the other disability income provider that is owed to the LTD Plan as per paragraph 3 and 4 above;
6. The amount of the retroactive award that is owed to the LTD Plan will be discounted by 10%, provided that the full amount owed to the LTD Plan is paid within six (6) months from the date of the award;
7. In the case of commuted lump sum pension awards, the LTD Plan will be entitled to reduce the amount of the future monthly LTD benefits paid by the monthly amount of the other benefit that has been commuted i.e. the monthly amount is the amount paid by the other disability income provider at the date of the commutation, or the commencement date of the retroactive period of the award, or the date of the commencement of the LTD benefit, whichever is later;
8. A proportionate share of any legal fees and disbursements per-

sonally incurred by the LTD claimant in obtaining disability income, and for which the claimant will not otherwise be indemnified, will be deducted from the amount owing to the LTD Plan. Fifty percent of the cost of a medical-legal report used in obtaining other disability income will also be deducted provided that the LTD claimant personally incurs the cost of the report, the report is shared with the claims paying agent for the LTD plan, and the claimant will not otherwise be indemnified for the cost of the report.

9. Should there be any future change to legislation (including the implementation of Bill 49), collective agreements, or policy that affects all sources of the disability income of LTD claimants, the parties that the above-noted principles can be reconsidered upon due notice by one party to the other;
10. The British Columbia Nurses' Union agree to advise their members of their members' obligation to repay the LTD Plan in accordance with the terms of this Agreement and any Consent Arbitration Award which incorporates the terms of this Agreement.