



GROUP INSURANCE DISABILITY INCOME PLAN (GIDIP)

UNIFOR LOCAL 2002 DISABILITY TRUST FUND

**Permanent Full-Time and
Part-Time Employees of
Air Canada (Mainline), and Aeroplan
and Unifor Local 2002 Union**

**January 2025
Policy No. 71405**

The plan is administered by
CANADIAN BENEFITS CONSULTING GROUP LTD.

Short Term Disability claims paid by
CANADIAN BENEFITS CONSULTING GROUP LTD.

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and is underwritten by

MANULIFE FINANCIAL

Long Term Disability claims are underwritten and paid by
Manulife Financial

IMPORTANT

This booklet has been prepared to help you better understand your Group Insurance Disability Income Plan (GIDIP). However, **it does not take the place of any contractual or other rights.** In the event of a discrepancy between any information contained in this booklet and the Group Policy, the terms of the Group Policy will apply.

PROTECTING YOUR PERSONAL INFORMATION

At Manulife Financial, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Manulife Financial staff or persons authorized by Manulife Financial who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

The personal information in your file will be kept in the offices of Manulife Financial or in the offices of an organization authorized by us. You may request to review or correct the personal information in your file. A request to review or correct your file should be made in writing [quoting your Policy Number 71405] and may be sent to any of Manulife Financial's offices or to our head office at:

Manulife Financial
Attn: Group Compliance
500 King Street North
Waterloo, ON N2J 4C9

Claims submissions should not be sent to this address. Please use the address on the claim form or contact your plan administrator for details.

For more information about our privacy guidelines, please ask for Manulife Financial's ***Privacy Guidelines*** brochure.

GROUP INSURANCE DISABILITY INCOME PLAN (GIDIP) BOOKLET

Table of Contents

FOREWORD.....	2
INTRODUCTION.....	3
GENERAL DEFINITIONS.....	4
WHO IS ELIGIBLE TO BECOME INSURED	9
TERMINATION OF INSURANCE	10
GENERAL INFORMATION	12
CLAIM RULES	13
SUMMARY OF BENEFITS	14
SHORT TERM DISABILITY PLAN.....	15
EMPLOYMENT INSURANCE (EI)SICK BENEFITS	19
LONG TERM DISABILITY PLAN	21
FILE REVIEW “APPEAL”PROCEDURE	27

Useful Resources:

- Compassionate Care
- Rehabilitation Program and/or Modified Return to Work Program
- Notes on Stress / Anxiety / Depression
- Substance Use Disorder

FOREWORD

The Trustees of Unifor Local 2002 Disability Trust Fund are pleased to provide you with this new booklet.

The Unifor Local 2002 Disability Trust Fund is a Trusteed Plan that is overseen by 5 Trustees appointed by the Unifor Local 2002 Executive Board.

The Trust is operated at arm's length from the Local Union and the administration duties have been contracted out to Canadian Benefits Consulting Group Ltd. The Trustees meet on a quarterly basis to review the operation of the Plan, monitor the development of the program, negotiate with the Underwriter with respect to benefit improvements, contractual interpretations, underwriting revisions, debatable claims situations and generally oversee the effectiveness of the program.

The Trust operates the disability income program under 2 separate categories with Manulife Financial, one for Short Term Disability and the other for Long Term Disability.

The premiums are negotiated on a yearly basis. The Policy year is from June 1st to May 31st.

We have asked the appointed Administrator to interpret the Plan Contract clearly. To assist them, please familiarize yourself with this booklet.

Board of Trustees

Unifor Local 2002 Disability Trust Fund

Group Insurance Disability Income Plan (GIDIP) - Policy No. 71405

INTRODUCTION

There may be times in your career when sickness or injury prevents you from working and earning your regular income. Without adequate financial protection, your family's financial security and way of life may be compromised.

PLAN ADMINISTRATOR:

Your Trustees appointed **Canadian Benefits Consulting Group Ltd.** to administer the daily operation of GIDIP and to process Short Term Disability claims. While Long Term Disability claims are paid by the underwriting Insurance Company, **Manulife Financial**, Canadian Benefits assists with the smooth transition of your claim from the Short Term period to the Long Term period. Claims support begins from the day our Plan Administrator receives your GIDIP claim and continues throughout the "life span" of your Disability. Canadian Benefits' staff are available to answer any questions regarding your Short Term Disability and Long Term Disability benefits, ensuring that your needs are always met.

GENERAL DEFINITIONS

Unless specifically stated otherwise, the following definitions apply throughout this booklet:

COVERAGE means eligible to receive insurance Disability benefits; it is automatic and there is no form to complete.

ELIGIBLE CLASS means all Members who are within the Coverage Classes in the Coverage Schedule of the Group Policy.

EMPLOYER means Air Canada (Mainline), Aeroplan and Unifor Local 2002.

MANULIFE FINANCIAL means The Manufacturers Life Insurance Company.

MEMBER means a person for whom contributions have been made and who is covered under a Collective Agreement between the Union and the Employer, and who is eligible under the Coverage of the Group Insurance Policy.

MEMBER'S EARNINGS means your basic earnings from the Employer, but excluding bonus and overtime pay, for normal work weeks. This includes retroactive earnings adjustments negotiated between the Union and the Employer effective on or before the date your Disability commences.

PLAN ADMINISTRATOR means Canadian Benefits Consulting Group Ltd.

PHYSICALLY AND ACTIVELY AT WORK means you report to work and are working at your usual place of employment and performing all of the usual and customary duties of your occupation on a regular Permanent Full-Time or Part-Time basis. A Member who is on strike, layoff, or leave of absence is not considered Physically and Actively at Work.

PHYSICIAN means a Physician or Surgeon licensed to practice medicine and perform surgery, and a duly licensed Dentist, Podiatrist and Chiropractor practicing within the scope of their profession. In the case of a Dentist, Podiatrist or Chiropractor, the maximum benefit duration will be 14 calendar days; thereafter, it will be necessary to be certified totally disabled by a duly licensed Doctor of Medicine (M.D.).

UNION means Unifor Local 2002.

HIGHLIGHTS

ELIGIBILITY:

You must meet the criteria of *Total Disability* and be unable to work for 7 *consecutive calendar days*. Benefits become eligible on the 8th consecutive day you are certified Totally Disabled with Medical Support satisfactory to Manulife Financial.

UNDER THE SHORT TERM DISABILITY PLAN:

Total Disability means that because of accidental bodily injury or sickness you are not able to perform any and every duty pertaining to your own job; *AND* you are not working at any job for wage or profit.

Eligible Short Term Disability benefits are paid every 2 weeks, in arrears.

UNDER EMPLOYMENT INSURANCE (EI):

Employment Insurance (EI) is a government-sponsored program. If it appears that your Total Disability may continue into the Employment Insurance period of the disability claim, Canadian Benefits will provide the necessary forms or information for you to apply to EI for sick benefits.

UNDER THE LONG TERM DISABILITY PLAN:

In the *FIRST 12 MONTHS* you receive Long Term Disability benefits, *Total Disability* means that because of accidental bodily injury or sickness you are not able to perform any and every duty pertaining to your own job; *AND* you are not working at any job for wage or profit; *AND* you are not confined in a penal institution or other house of correction as a result of conviction for a criminal or other public offence.

The definition of *TOTAL DISABILITY* changes after you have received Long Term Disability benefits for a period of *12 consecutive months*; thereafter, you ***must be TOTALLY DISABLED*** from performing any and every gainful occupation for which you are reasonably fitted by education, training or experience; *AND* not working at any job for wage or profit (other than Rehabilitative employment approved by Manulife Financial); *AND* you are not confined in a penal institution or other house of correction as a result of conviction for a criminal or other public offence.

Eligible Long Term Disability benefits are paid semi-monthly, in arrears.

CANADA PENSION PLAN / QUEBEC PENSION PLAN:

You *must* apply for Canada Pension Plan (CPP) or Quebec Pension Plan (QPP) sick benefits if requested by Manulife Financial. Your GIDIP benefits will be reduced by 90% of any disability pension benefits amount to which you are entitled on your own behalf under the Canada/Quebec Pension Plan or the United States Social Security Act benefit. The 90% CPP/QPP offset has been

negotiated with the insurance carrier to allow for the fact that while GIDIP payments are non-taxable, CPP/QPP benefits are taxable.

When required to apply, Manulife Financial will send the Member application forms for the Canada Pension Plan or Quebec Pension Plan (**CPP/ QPP**).

*If such benefits are denied to you, you must, at the request of Manulife Financial, appeal this decision. **Please note that receiving CPP/QPP benefits if you become totally and permanently disabled has a positive affect on your CPP/QPP retirement benefits.***

RECEIVING BENEFITS:

In order to meet the requirements of the Total Disability definition you must be under the regular, active, supervised care of a Physician (M.D.) who is qualified to treat your Disability. As well, you must be following the course of treatment prescribed by the Physician, and which reflects recognized, standard medicine practice relative to the cause and nature of the Totally Disabling condition. If these conditions are not met, and objective *medical* information is not submitted to support your claim, GIDIP benefits will *not* be paid.

At all times - it is the responsibility of the Member to fulfil the terms of their GIDIP claim.

MEDICAL SUPPORT:

In order to meet the needs of our Members, our Plan Administrator has retained staff with medical backgrounds, training, education and experience.

SUBSTANCE USAGE:

Your Plan specifically states where alcohol, drug or other substance use disorder is involved; benefits will not be eligible unless the Member is participating in a recognized substance withdrawal program.

MODIFIED RETURN TO WORK PROGRAM:

Both your Short Term and Long Term Disability Plans provide a Modified Return To Work Program for Members who are unable to return to their previous job on a full-time basis immediately after receiving GIDIP benefits under these Plans. A Modified Return to Work Program may be available to assist you in returning to your job on a full-time basis up to the level of your pre-disability employment with the Company.

If you feel you would be a candidate for such a program while receiving GIDIP benefits, ***please discuss this with your Disability Case Manager (DCM); for Short-Term Disability – Canadian Benefits; Long-Term Disability – Manulife Financial.***

To ensure a timely Return to Work your physician should provide thirty (30) days' notice to enable Canadian Benefits; Manulife Financial to coordinate your return to work with the Employer.

If your physician recommends a Return to Work in a ‘permanent accommodation’ you must contact your District Chair and Occupational Health Services (OHS). Canadian Benefits and Manulife Financial will advise the Employer of your recommended Return to Work plan; unfortunately, however, the Plan Administrator and Manulife Financial cannot arbitrarily approve or support a ‘permanent accommodation’.

Canadian Benefits, Manulife Financial, or its Representative may contact you to discuss the restrictions and/or modifications pertaining to your job and schedule: the “whys”, “hows” and “wheres” of a Modified Return to Work Program as well as answer any and all questions you may have pertaining to this Program. Physician awareness includes writing or calling your Doctor.

*To receive a percent of your benefits during a return to work on a Rehabilitation schedule under your Plan, the **Insurance Company (Canadian Benefits / Manulife Financial) must approve the Program.** Once a Modified Return to Work Program is approved by Canadian Benefits; Manulife Financial, they will coordinate your Return to Work with your Employer. When you return to work you will receive benefits for the time period approved and you are unable to work. GIDIP benefits will be calculated based on the percent of the schedule you are working; for example, if you are working 60% of your regular schedule, GIDIP will pay 40% of your regular benefit.*

Contributions (premiums) are waived when you are on an Insurance approved Modified Return to Work Program.

TAXABILITY:

Because you pay the premiums for your Disability Plan, any **GIDIP benefits** you receive from the Plan are **non-taxable** and you will *not* receive a T4 statement.

Your *CPP/QPP* benefits however, *are taxable* income for you and are your responsibility. Your GIDIP benefits are offset by 90% of the CPP/QPP benefits which you are entitled to on your own behalf.

WORK RELATED DISABILITIES:

GIDIP disability plan provides 24-hour coverage. If you have a work-related claim:

- You must apply for WCB benefits.
- If your WCB claim is declined, you must submit an appeal. Please contact your local Health and Safety representative and/or District Chair without delay.

At this point, you may submit a GIDIP Claim Application along with the WCB declination letter and your appeal documents.

STDI benefits can be considered and if approved, paid to the STDI maximum benefit period of 26 weeks. The Reimbursement Agreement is required before benefits are issued.

If you continue to be Totally Disabled during and after the EI period, STD II benefits will be considered if you submit a completed STD II (LTD) Claim Application, and you provide copies of all **three declined** appeals.

THIRD PARTY CLAIM (SUBROGATION):

If you are in an accident/incident where you have the right to recover compensation for loss of income which caused or contributed to your Total Disability and for which benefits were paid under GIDIP, **Canadian Benefits and/or Manulife Financial** will have the right to recover the amount of benefits paid. **This money will be put back into your Group Insurance Disability Income Plan.**

*This means that if you are awarded compensation from a Third Party, the monies paid to you in benefits under GIDIP **must** be returned to the Plan with payment being made to the Insuring Company, Manulife Financial. Your repayment to the Plan is not dependent upon specific settlement made for wage replacement. This means that if you have accepted any type of settlement, it is recognized as an all-inclusive settlement, including wage replacement, and monies advanced to you must be repaid to the Plan.*

Always communicate directly with our Plan Administrator if you have any claim-related concerns or questions. Canadian Benefits' address and telephone directory is located on the opening page of this GIDIP booklet. Their staff will always take the time to listen to you and offer assistance, based on your needs, in a professional and caring manner. Alternatively, claim Appeals or Member concerns may be directed to your Regional Trustee.

Board of Trustees

Unifor Local 2002 Disability Trust Fund

Group Insurance Disability Income Plan (GIDIP) - Policy No. 71405

WHO IS ELIGIBLE TO BECOME INSURED

You are eligible for insurance when you -

- (a) are within the covered class (page 14), and
- (b) are working as a permanent Full-Time or Part-Time.

If you are not Physically and Actively at Work on the date your insurance is to be effective, it will become effective when you return to active work.

If your insurance ends because of leave of absence, layoff or disability and you are re-employed within 12 months of the date of termination, you will be eligible for insurance on the first day you are Physically and Actively at Work (page 4).

CHANGE IN INSURANCE

If your coverage would change due to a change in earnings or classification, or because of a Plan change, your coverage will be adjusted on the first day, on or after the effective date of the change in status, on which you are Physically and Actively at Work. However, with respect to eligible claims for a recurrent Disability, the benefits will be determined based on your classification when your Disability first occurred.

TERMINATION OF INSURANCE

Your insurance ends on the earliest of the following dates:

- (1) the date your employment ends,
- (2) the date you cease to be a Member of any eligible class,
- (3) the date contributions (premiums) cease to be paid, and
- (4) the date the Plan is terminated,
- (5) the date you attain age 65 or retirement, whichever is earlier.

CONTINUATION OF INSURANCE DURING ABSENCE FROM WORK

If you are on maternity leave of absence, coverage will be continued, for a period of up to 12 to 18 months **if you prepay contributions (premiums) within 30 days of the date such leave begins**. The period of maternity leave will commence on the earlier of the elected date of the leave and the date of delivery and will end on your scheduled return to work date. Should you become Totally Disabled due to pregnancy during this period, benefits will commence on the 8th day you are Totally Disabled. The maternity leave of absence will resume when you are no longer Totally Disabled.

If you are granted a leave of absence, other than maternity leave of absence, coverage will be continued, for a period of up to 12 months **if you prepay contributions (premiums) within 30 days of the date such leave begins**. Should you become Totally Disabled during this period, benefits will commence on the 8th day following your originally scheduled return to work date.

In the event of a temporary lay-off or work stoppage, coverage will be continued for a period of up to 12 months **if you prepay contributions (premiums) within 30 days of the date such lay off occurs**. If you become Totally Disabled during this period, benefits will commence on the 8th day following the scheduled date of return to work within the 12-month period, provided you are still Totally Disabled.

If you are suspended by the Employer, the insurance coverage will be continued for a period of up to 2 months during the period of suspension **[when you prepay contributions (premiums) within 30 days of such suspension]**. If you become Totally Disabled during this period, benefits will commence on the 8th day following the scheduled date of return to work, provided you are still Totally Disabled.

If you are suspended pending discharge, your insurance coverage will be terminated, and no benefits will be payable for any Total Disability arising from such period of suspension pending discharge.

Prepaid Contributions/Premiums

Cheques for prepaid contributions are to be sent directly to our Plan Administrator, Canadian Benefits, at the address shown at the front of this booklet and are to be made **payable to: Unifor Local 2002 Disability Trust**. You must provide your date of temporary layoff, leave of absence or suspension and your scheduled date of return to work when prepaying contributions. If you have any questions, contact Canadian Benefits directly.

If You Do Not Prepay Contributions/Premiums when you are away from work because of temporary layoff, leave of absence or suspension, your disability coverage is terminated at the date you stop work and stop payment of contributions. Disability coverage will not be reinstated until you **physically and actively return to work at your regular schedule and your regular duties for a minimum of 30 consecutive days and contributions are again deducted from your wages**.

Should you become disabled following 30 days of your return to physically and actively at work (does not include shift trades, vacation, etc.), and you are eligible for GIDIP benefits, your weekly benefit will be calculated based on your “regular bid shift hours”.

GENERAL INFORMATION

WHEN YOU HAVE A CLAIM

Proof of claim should be submitted without delay and must reach the office of the Plan Administrator within 90 days of the date of Total Disability. The necessary GIDIP claim forms can be obtained from your Supervisor or Human Resource Administrator. You are responsible for forwarding the claim to the Plan Administrator's address, shown on the front of this booklet.

Your initial claim form has 3 main components, one for completion by the *Company* which provides date of hire and weekly wages on which your benefits are based; one to be completed by your *Attending Physician*; and one to be completed and signed by *you*, the Member; with an area for you to sign allowing the release of medical information to the Plan Administrator of GIDIP. It is important for you to ***sign the Authorization*** part of your claim.

The **Attending Physician's Statement** is to be *completed by the Physician (MD) who is actively treating you and directing your care*. This is usually your family General Physician (G.P.). The medical *information provided should include the following*: medical diagnosis, secondary diagnosis, symptoms, name and dosage of any prescribed medication, name of Specialists to whom you have been referred, type of treatment recommended (i.e. physiotherapy) and estimated duration, type of tests/x-rays ordered and results, how the condition prevents you from working, and all medical information (i.e. clinical notes) to consider that could be helpful in the assessment of your GIDIP claim.

Proof of Disability is a requirement under your GIDIP coverage and is *your responsibility*. **Please ensure that all questions on the claim form are completed.** Any omissions or inconsistencies may delay consideration of your claim and possible payment of Disability benefits. Claims will be paid promptly when Canadian Benefits receives the completed claim form and any other qualifying information which may be required in the circumstances.

Please note: Always correspond directly with our Plan Administrator, Canadian Benefits, if you have any questions with your GIDIP claim. Their address and telephone numbers are located on the opening page of this booklet.

CLAIM RULES

PROOF OF LOSS:

Time limits in which you must submit or file your GIDIP claim depend on whether the claim is for Short Term (page 15) or Long Term Disability (page 21) benefits, and are described in the applicable benefit description pages of this booklet.

Failure to furnish any such proof within the period required will not invalidate or reduce any such claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

PHYSICAL EXAMINATION:

Manulife Financial, at its own expense, will have the right and opportunity to have any Member whose injury or illness is the basis of a claim, examined by a Physician designated by Manulife Financial when and as often as it may reasonably require during the period of a claim under the Group Policy.

During your claim, an *Independent Medical Examination* (IME) may be arranged. If this occurs, you will be notified, and benefits may be suspended pending the results of the examination (IME). This is used for a second opinion of your condition. A copy of the IME report may be sent to your family Doctor and may be helpful in the ongoing management of your Disability.

SUMMARY OF BENEFITS

Effective Date of Policy:

June 1, 2005

Covered Class:

All eligible Permanent Full-Time and Permanent Part-Time Members who are Employees of Air Canada (Mainline), Aeroplan or Unifor Local 2002 Union are covered by the Unifor Local 2002 Collective Agreement.

If you are not Physically and Actively at Work (page 4) on the date your insurance is to be effective, it will become effective when you return to active work.

YOU SHOULD KNOW:

The benefits in this Summary are available to you if you are included in the Covered Classes shown above. Only those benefits for which you become insured will apply to you.

Earnings mean your regular basic earnings from the Employer, including longevity pay, but excluding bonus and overtime pay, for normal work weeks. This also includes retroactive earnings adjustments negotiated between the Union and the Employer effective on or before the date your Disability commences.

The benefits are described more fully on later pages. Be sure to read these pages carefully. They designate when benefits are payable and outline the conditions, limitations and exclusions that apply to the benefits.

Taxability:

Under current income tax legislation and regulations, your eligible Short Term and Long Term Disability benefits under GIDIP are *non-taxable* because you pay the total cost.

Pre-Existing Condition:

Long Term Disability Benefits are not payable for a period of Total Disability which commences within 12 months of the date of becoming covered and is due to a pre-existing accidental bodily injury or sickness, nor for any related later period of Total Disability.

“Pre-existing accidental bodily injury or sickness” means one for which medical expenses were incurred during the 90 days immediately preceding the date you become covered under this coverage.

SHORT TERM DISABILITY PLAN

DEFINITIONS

Where used in this Coverage, the following words or phrases have the following meanings:

- (1) *Rehabilitation Employment* means any work for wage or profit approved by Manulife Financial and performed by you while you are unable to work your regular pre-disability schedule.
- (2) *Total Disability or Totally Disabled* means that because of accidental bodily injury or illness you are:
 - (a) not able to perform any and every duty pertaining to your job
 - (b) not working at any job for wage or profit, and
 - (c) under the regular, active supervised care of a Physician qualified to treat the condition and following the prescribed course of recognized treatment for the totally disabling condition.
- (3) *Maternity leave of absence* means:
 - (a) any period of maternity leave taken by the Member in accordance with a federal or provincial law pursuant to mutual agreement between the Member and the Employer; or
 - (b) any period of maternity leave which the Employer requires the Member to take in accordance with a federal or provincial law.

The period of maternity leave will commence on the earlier of the elected date and the date of delivery and will end on the day the Member is scheduled to return to work.

CONDITIONS FOR BENEFITS:

All of the following:

- (1) the period of Total Disability commenced while the Member was a covered individual, and
- (2) the Member is under the regular, active, supervised care of a Physician qualified to treat the condition and is following the prescribed course of recognized treatment for the totally disabling condition.

A. WEEKLY BENEFIT SCHEDULE

There are 2 Phases of your Short Term Disability (STD) Group Insurance Plan referred to as STD-I and STD-II.

-
- Under **STD-I** (the first 26 weeks):
 - Air Canada (Mainline) and Aeroplan
 - an amount equal to 55% of your basic weekly earnings, (rounded to the next higher multiple of \$1.00 if not already a multiple thereof), or the Maximum Weekly Benefit amount, whichever is less.
 - Under **STD-II** (after 52 weeks of continuous Total Disability):
 - Air Canada (Mainline) and Aeroplan
 - an amount equal to 50% of your basic weekly earnings, or the equivalent of the EI maximum benefit level, whichever is less (rounded to the next higher multiple of \$1.00 if not already a multiple thereof).

WAITING PERIOD:

If you are still Totally Disabled after 7 consecutive calendar days of disability, (i.e. the waiting period for the Short Term Disability benefits), GIDIP (STD-I) may be payable on the 8th day of Total Disability.

MAXIMUM BENEFIT PERIOD:

Phase one or **STD-I**: This benefit is payable for any one period of Total Disability up to 15 weeks, providing you meet the requirements of the Insurance Policy (i.e. will be required to periodically provide proof of your Total Disability, etc.).

Phase two or **STD-II**: After 52 weeks of Total Disability (after your Waiting Period, STD-I and EI), if you are still Disabled, this benefit is payable for any continued period of Total Disability from STD-I up to 20 further weeks providing you provide proof of the Insurance Policy (i.e. will be required to periodically provide proof of your Total Disability, etc.).

B. BENEFIT PAYMENT

A Short Term Disability Benefit (page 15, **Weekly Benefit Schedule**) will be paid if you become Totally Disabled while covered for this Coverage and are under the regular, active, supervised care of a Physician qualified to treat the Total Disability. As well, you must be following the course of treatment prescribed by your Physician (M.D.) and recognized as treatment for the Totally Disabling condition.

The weekly benefit (page 15, **Weekly Benefit Schedule**) is subject to section C (below).

Payments will start when the Waiting Period (page 16) has been completed and will continue while you are Totally Disabled up to the **Maximum Benefit Period** (page 16 above).

Payments will be made *bi-weekly* (every 2 weeks) calculated from the end of the waiting period, provided you submit satisfactory evidence of continuing Total Disability as requested by Canadian Benefits. *Your Benefit Plan is based on a seven (7) day week.* Benefits for part of a week will be calculated at the rate of one-seventh of the Weekly Benefit rate multiplied by the number of days you are

Totally Disabled during that week.

Disability Premiums will be waived during the period for which benefits are being paid.

TERMINATION:

This Benefit terminates when you no longer meet the definition of Total Disability, attain age 65, retire or at your death, whichever is earlier.

C. BENEFIT AMOUNT AND INTEGRATION WITH OTHER BENEFITS

Depending on the nature of your disability, you may be entitled to “other income”. For example, you may have been working in another occupation (that does not impact your ability to work elsewhere due to your disability) for wages or profit, or you may have been injured in a slip and fall accident.

Your Short Term Disability benefits will be reduced by the total of the following amounts payable for the same period of disability:

- The amount of any income replacement benefits payable (or which would have been payable upon proper application by you) under any plan or program of any government or of any subdivision or agency of the government.
- 90% of any disability pension benefits to which the Member is entitled on their own behalf under the Canada/Quebec Pension Plan as a result of Total Disability.

You must apply for benefits described above in order to receive Total Disability Weekly Benefits under this coverage. When you are denied benefits under this coverage, you must, when requested by Manulife Financial, reapply for and/or Appeal such declination of benefits.

Any increase in the amounts described above (i.e. cost-of-living increase), that becomes effective after Short Term Disability Benefits become payable, will not further reduce your Short Term Disability Benefits.

If you receive a lump-sum settlement for any of the benefits described above, your Weekly Benefits will be reduced by the amount you would receive if the payments were made on a weekly basis.

D. RECURRENT DISABILITIES

If you return to work after receiving Short Term Disability benefits from GIDIP and become Totally Disabled again, successive Disabilities will be considered the same Disability for the purposes of the Waiting Period and Maximum Benefit Period when:

- (1) they are related to the same cause and separated by less than 90 days of Permanent Full-Time or Part-Time work, or
- (2) they are due to different causes and separated by less than 30 days of

Permanent Full-Time or Part-Time work.

The 30 or 90 day continuous period of disability after the return to active work, will not be extended by the employees decision to use or not use earned sick leave credits. The decision of the employee to use or not use earned sick credits is not an assessment of continuous disability under this policy.

E. LIMITATIONS

The payment of Short Term Disability Benefits is subject to the following limitations:

ALCOHOL AND DRUG USAGE:

No benefits will be payable for any portion of a period of disability resulting from substance abuse, including alcoholism and drug addiction, unless the member is participating in a recognized substance withdrawal program.

F. EXCLUSIONS

No GIDIP benefits are payable for:

- (1) Any Total Disability caused, or in any way related to medical or surgical care which is performed of a surgical procedure for cosmetic purposes.
- (2) Any Total Disability caused, or contributed to, self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
- (3) Any Total Disability caused, or contributed to, by war or any act of war, riot or insurrection ("War" means declared or undeclared war and includes resistance to armed aggression).
- (4) Any Total Disability while you are confined in a penal institution or other house of correction.
- (5) Any period of Total Disability, or portion thereof, during any leave of absence (including maternity leave) as defined in the Definitions section of this benefit, except where benefits are provided during the post-natal recovery period.
- (6) A disability which commences on or after the date of work stoppage or layoff begins, subject to any provincial Employment or Labour Standards Act.

G. EXTENSION OF BENEFITS

If your Policy terminates for any reason and you are Totally Disabled on the date of termination, benefits will continue during the period of Total Disability as if the Coverage had not terminated.

H. THIRD PARTY CLAIM

If the Member receives benefits under this Coverage and seeks compensation from a third party for causing them to become Totally Disabled, the claim for compensation will include reimbursement for loss of earnings. If the Member

is awarded compensation, he/she will have to refund to Manulife Financial any benefits received under this Coverage for such Total Disability, up to the amount awarded under the third-party claim.

I. PROOF OF CLAIM

Written proof of claim must be given to the Plan Administrator, Canadian Benefits, no later than 3 months from the end of the qualifying disability period.

This Coverage will be maintained, and benefits paid in accordance with the registration qualifications of the Employment Insurance Commission as amended fromtime to time.

**EMPLOYMENT INSURANCE (EI)
SICK BENEFITS**

Your Plan incorporates a period for which you will be required to claim EI sick benefits. If your Total Disability is longer than your 1 week waiting periodand the initial 15 weeks of Short Term Disability period (**STD-I**) covered under your Group Insurance Plan an application should be made for EI Sick Benefits. EI provides up to a maximum of 26 weeks sick benefits.

Total disability coverage is as follows:

Waiting or eligibility period:	1 week (must be off work for 7 continuous days)
Group Insurance Short Term Disability Plan (STD-I):	26 weeks
Employment Insurance (EI) Sick Benefits (Government):	26 weeks
Group Insurance Short-Term Disability Plan (STD-II):	20 weeks (eligible after 31 weeks of continuous Total Disability)
Long Term Disability Plan:	Eligible after 73 weeks of continuous Total Disability

APPLYING FOR EMPLOYMENT INSURANCE (EI) SICK BENEFITS

If you have received 26 weeks of Short Term Disability benefits and you are still Totally Disabled, the Plan Administrator, Canadian Benefits, will forward a letter to you requesting that you apply for Employment Insurance Sick benefits along with confirmation of your total STDI benefits issued to you.

You should apply for EI sick benefits as soon as possible because this can take from 4 to 6 weeks to receive. Application should be made on-line with Service Canada at www.canada.ca/en/services/benefits/ei-sickness/apply.html. You may also wish to provide the EI with a copy of the letter you receive from your Short Term Disability Plan.

A **Record Of Employment (ROE)** must be obtained from your Employer as well for submission to EI, but this can be provided to them after your application has been made. No benefits will be paid without EI having the ROE because benefits are based on the information on this form. It is your responsibility to obtain the ROE from your Employer.

EI benefits usually begin on a Sunday as their week is Sunday to Saturday.

What happens if my Short Term Disability Plan only paid me to Wednesday and EI doesn't start until the following Sunday?

When you notify the Plan Administrator, Canadian Benefits, that your EI doesn't start until the following Sunday, your STD Plan will pay you benefits for the missing days up to a maximum of 6 days. You are required to submit a copy of the notification received from EI showing the start date of your EI benefits.

If I do not return to work by the end of the 26 weeks of EI benefits, what happens?

If the Plan Administrator; Canadian Benefits, is not notified that you have returned to work during the EI period, you will be sent an application for Long-Term Disability Group Insurance Benefits for the second Phase of your Short Term Disability Group Insurance Plan (**STD-II**). The Maximum benefit period in the second Phase of your Short Term Disability Insurance Plan is 20 weeks.

If you are unable to return to work during the STD-II period, Canadian Benefits will forward your complete STD Claim File to Manulife Financial for assessment and handling of your Long-Term Disability Group Insurance benefits.

LONG TERM DISABILITY PLAN

DEFINITIONS

Where used in this Coverage, the following words or phrases have the following meanings:

Rehabilitation Employment means any work for wage or profit approved by Manulife Financial and performed by you while you are unable to work your regular pre-disability schedule.

Total Disability or **Totally Disabled** means that because of accidental bodily injury or sickness you are:

- (a) during the waiting period (see **Monthly Benefit Schedule**, page 22) and the next 12 months, unable to perform any and every duty pertaining to your job;
- (b) thereafter, not able to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience.
- (c) not working at any job for wage or profit (other than Rehabilitative Employment); and
- (d) not confined in a penal institution or other house of correction as a result of conviction for a criminal or other public offence.

Maternity leave of absence means:

- (a) any period of maternity leave taken by the Member in accordance with a federal or provincial law pursuant to mutual agreement between the Member and the Employer; or
- (b) any period of maternity leave which the Employer requires the Member to take in accordance with a federal or provincial law.

The period of maternity leave will commence on the earlier of the elected date and the date of delivery and will end on the day the Member is scheduled to return to work.

Conditions for benefits:

All of the following:

- (a) the period of Total Disability commenced while the Member was a covered individual, and
- (b) the Member is under the regular, active supervised care of a Physician qualified to treat the condition.

A. MONTHLY BENEFIT SCHEDULE

Your Monthly Benefit is defined as an amount equal to 52% of your basic monthly earnings as of the commencement of Total Disability (rounded to the next higher \$1.00 if not already a multiple thereof) with no maximum. The benefit amount is subject to item C, page 23 of this booklet ***Benefit Amount and Integration with other Benefits***.

WAITING PERIOD:

The Waiting Period (or Elimination Period) states that Benefits will be payable for each period of Total Disability after 52 weeks, or, if later, the expiration of all Benefits the Member would be entitled to receive upon proper application, i.e.: Group Short Term Disability Benefits and Employment Insurance Sick Benefits.

MAXIMUM BENEFIT PERIOD:

This benefit is payable up to the earlier of recovery, your 65th birthday, retirement, or death, providing you meet the requirements of the Insurance Policy (i.e. you will be required to periodically provide proof of your Total Disability).

TERMINATION:

This Benefit terminates when you no longer meet the definition of Total Disability, attain age 65, retire or at your death, whichever is earlier.

COST-OF-LIVING ADJUSTMENT (COLA):

Two years after you begin receiving Long-Term Disability Benefits under this Plan, you will be entitled to an annual cost-of-living increase equal to 50% of the change in the Consumer Price Index (CPI), to a maximum of 4% annually.

B. BENEFIT PAYMENT

A monthly benefit (page 24 above - **Monthly Benefit Schedule**) will be paid if you become Totally Disabled while insured under the Long Term Disability Plan, and are under age 65, are under the regular, active, supervised care of a Physician who is qualified to treat the Total Disability.

As well, you must be following the course of treatment prescribed by the Physician relative to the cause and nature of the Total Disability. If you fail to see a Physician as frequently as the cause and nature of Total Disability medically requires or fail to follow the prescribed course of recognized treatment for the Total Disability, benefits will cease at the date you fail to see the Physician, and/or fail to follow the treatment plan.

The monthly benefit (page 24 above) is subject to **Section C. - Benefit Amount and Integration with other Benefits**, detailed on page 25.

Payment will start when the Waiting Period (page 23 above) has been completed and will continue while you are Totally Disabled up to the Maximum Benefit Period (see **“Termination”** page 24 above).

Payment will be made semi-monthly in arrears, calculated from the end of the Waiting Period (page 24), provided you submit medical evidence, satisfactory to Manulife Financial, and as requested by them, of continuing Total Disability.

Benefits for part of a month will be paid at the rate of one-thirtieth of the monthly benefit rate multiplied by the number of days you are Totally Disabled during that month.

Disability Premiums will be waived during the period for which benefits are being paid.

C. BENEFIT AMOUNT AND INTEGRATION WITH OTHER BENEFITS

- (1) The amount of Monthly Benefit will be directly reduced by the total of the following amounts, if any, payable for the same period of total disability:
 - (a) 90% of any disability pension benefits to which you are entitled on your own behalf under the Canada/Quebec Pension Plan or the United States Social Security Act; and
 - (b) the percentage of the Monthly Benefit which is equivalent to the percentage of your normal work schedule which you are working while on rehabilitative employment. (For example, if you are working 60% of your normal work schedule, your monthly benefit will be paid at 40% of your normal benefit).
- (2) In addition, your benefits will be reduced by the total of the benefits payable from the following sources that exceed 85% of your monthly earnings when your disability began:
 - (a) disability pension benefits to which you are entitled on your own behalf under the Canada/Quebec Pension Plan or the United States Social Security Act;
 - (b) benefits payable under a plan or program of any government or of any subdivision or agency thereof, including any government plan for automobile insurance designed to provide income replacement benefits,
 - (c) any insurance, health or welfare plan, or other employee benefit where the Employer directly or indirectly has paid any portion of the cost or made payroll deductions,
 - (d) any wage, salary, or other payments from the Employer,

Any cost-of-living increase in the amount described in (1)(a) and (2)(a) and (b) (page 25), that becomes effective after a monthly benefit becomes payable under this coverage, will not further reduce your monthly benefit.

Manulife Financial reserves the right to estimate the amount of any benefits payable under (1)(a),(b) and 2(a),(b) above until such time as evidence of either the exact amount of such benefits, or that you are not eligible for such benefits, is furnished.

If you receive a lump-sum settlement for any of the benefits described in above (1) and (2), your Monthly Benefit will be reduced by the amount you would receive if the payments were made on a monthly basis.

D. RECURRENT DISABILITIES

If you return to work after receiving Long Term Disability Benefits from GIDIP and become Disabled again, successive Disabilities will be considered the same Disability for the purpose of the Waiting Period when:

- (1) they are related to the same cause and separated by less than 180 days of Permanent Full-Time or Part-Time work, or
- (2) they are due to different causes and separated by less than 90 days of Permanent Full-Time or Part-Time work.

The 90- or 180-day continuous period of disability after the return to active work, will not be extended by the employees' decision to use or not use earned sick leave credits. The decision of the employee to use or not use earned sick credits is not an assessment of continuous disability under this policy.

E. LIMITATIONS

The payment of Monthly Benefits is subject to the following limitations:

PRE-EXISTING CONDITION

Benefits are not payable for a period of Total Disability which commences within 12 months of the date of becoming covered and is due to a pre-existing accidental bodily injury or sickness, nor for any related later period of Total Disability.

“Pre-existing accidental bodily injury or sickness” means one for which medical expenses were incurred during the 90 days immediately preceding the date you become covered under this Coverage.

ALCOHOL AND DRUG USAGE:

No benefits will be payable for any portion of a period of disability resulting from substance abuse, including alcoholism and drug addiction, unless the member is participating in a recognized substance withdrawal program.

F. EXCLUSIONS

No GIDIP benefits are payable for:

- (1) Any Total Disability caused by, or in any way related to medical or surgical care which is performed of a surgical procedure for cosmetic purposes.
- (7) Any Total Disability caused, or contributed to, self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
- (2) Any Total Disability caused, or contributed to, by war or any act of war, riot or insurrection (“War” means declared or undeclared war and includes resistance to armed aggression).
- (3) Any Total Disability caused by, contributed to by, or resulting from any travel in any type of aircraft aboard which you have any duties or are giving or receiving training. Any Total Disability resulting from injury or disease which occurred while you are on active duty in the armed forces of any country, state or international organization.
- (4) Any period of Total Disability, or portion thereof, during any leave of absence (including maternity leave) as defined in the Definitions section of this benefit.
- (5) A disability which commences on or after the date a work stoppage or layoff begins, subject to any provincial Employment or Labour Standard Act.

G. EXTENSION OF BENEFITS

If your insurance terminates for any reason and you are Totally Disabled on the date of termination, benefits will continue during the period of Total Disability as if the insurance had not terminated.

H. THIRD PARTY CLAIM

If you receive benefits under this coverage and seek compensation from a Third Party for causing you to become Totally Disabled, your claim for compensation will include reimbursement for loss of earnings. If you are awarded compensation, you will have to refund to Manulife Financial any Benefits received under this Coverage for such Total Disability, up to the amount awarded under the Third Party claim.

I. PROOF OF CLAIM

Written proof of claim must be submitted to Manulife Financial not later than 6 months after which Manulife Financial is liable under this coverage.

Failure to furnish any such proof within the time required will not invalidate or reduce any such claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

Physical examination

Manulife Financial, at its own expense, will have the right and opportunity to have you examined by a Physician designated by Manulife Financial when and as often as it may reasonably require during the period of a claim under the Group Policy.

Legal action

No legal action against Manulife Financial may be commenced less than 60 days after proof has been filed in accordance with the above requirements, every action or proceeding against Manulife Financial for the recovery of benefits payable under this Policy is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

FILE REVIEW “APPEAL” PROCEDURE

SHORT TERM DISABILITY CLAIMS

If you do not agree with the decision made by the Plan Administrator on your GIDIP claim, you do have the right to request a file review by the Board of Trustees, who represent your interests in these matters. You do **not** have the right to appear before the Board yourself.

The first step in requesting a file review is to contact your regional GIDIP Trustee (listed on page 2 of this Booklet) and provide your reasons for a review. **When your STD claim is denied for benefits, an “Appeal” or file review must be requested within 90 days after the denial of your claim.** An ‘Appeal’ must be made in writing to the Board of Trustees. Your Group Insurance Disability Income Plan is strictly based on medical evidence and, as such, the medical in your file must support your claim.

To proceed with your request for file review [Appeal] by the Board of Trustees, the Plan Administrator will send you an Authorization form which you must sign, date, and have witnessed. This will allow the Plan Administrator/Insurance Company to openly discuss your medical claim file with the GIDIP Board of Trustees, and, if present at the quarterly meeting, the Unifor Local 2002 President.

The completed Authorization form should be returned to the Plan Administrator’s office and is usually valid for 90 days from date of signature.

Once the signed witnessed Authorization form has been received, your GIDIP claim file will be reviewed by the Board of Trustees at their next quarterly meeting with the Plan Administrator. The Plan Administrator will notify you in writing of the outcome of your file review, following the Board’s quarterly meeting.

All file reviews are conducted in strictest confidence by your Board of Trustees.

LONG TERM DISABILITY CLAIMS

The Board of Trustees cannot make decisions on your Long Term Disability claim. Any Appeals must be put through the Underwriting Insurance Company, Manulife Financial, and must be supported by medical documentation. If you do not have further medical documentation to submit, you can make written Appeal directly to Manulife Financial. Manulife Financial will provide you with this information if they declined your Long-Term Disability Group Insurance claim for benefit. **Appeals must be made directly to Manulife Financial and a written notice of appeal must be submitted within 60 days of the date of the denial/termination notice. Medical or other supportive documentation must be submitted to Manulife Financial within 6 months of the date of the denial/termination notice.**

Upon request, the GIDIP Board of Trustees will review your file with the Insurance Company on your behalf with the proper Authorization provided by you [see under the STD File Review Procedures] to ensure your claim has been handled fairly and equitably. However, the Board must emphasize that it cannot overrule the final claim decision of the Insurance Company.

Policy No. 71405

COMPASSIONATE CARE

This bulletin has been put together to help you understand *GIDIP* and how your Short-Term Disability claim is reviewed when you are unable to work or requiring a temporary leave from work to care for an immediate family member who is terminally ill.

Although caring for a terminally ill family member can be very stressful, a leave of absence away from the workplace for this type of situation does not always mean that you cannot work due to a disabling medical condition.

Under the terms of your Group Plan, in order to be considered for *GIDIP* benefits, you must be Totally Disabled, meaning, unable to perform any and every duty pertaining to your regular occupation due to sickness or accidental injury. Also, you must be under the regular supervised care of a Physician/Specialist and receiving recognized treatment for the Totally Disabling condition during the period of disability. A leave of absence away from the workplace to care for a terminally ill family member is addressed in your Union Collective Agreement and is not covered under your *GIDIP* Plan.

We would like to take this opportunity to introduce you to the ***Federal Government Compassionate Care Benefit Program***.

Employment Insurance (EI) announced a new Compassionate Care Benefit Program effective January 4, 2004. This new benefit provides both financial assistance and job protection for eligible workers requiring temporary leave from work to care for an immediate family member who is terminally ill.

Under the new Compassionate Care Benefit Program, workers are entitled to receive up to twenty-six (26) weeks of leave and job protection while caring for an immediate family member who is gravely ill and in danger of dying.

In addition to meeting the normal qualifications for Employment Insurance (EI) benefits (accumulating 600 hours of insurable employment during the year before the start of the claim, or since the start of a previous EI claim if it began during the 52 week-period before the Compassionate Care claim), a medical certificate is also required. This certificate must be signed by a doctor and indicate that the patient is gravely ill with a significant risk of dying during the next six months (26 weeks). The certificate must also indicate that the patient requires the assistance of one or more members of their family. When supported by this medical documentation, workers can receive up to six (6) weeks of paid employment insurance coverage following the normal one-week waiting period, for a total of seven weeks away from work.

To receive Compassionate Care benefits you must submit an EI application online or in person at your Service Canada Centre. You should apply as soon as you stop working. You must also request your Record of Employment (ROE) from your employer.

If you do not qualify for Compassionate Care benefits through EI or if you are still off work following the expiration of EI benefits and you are experiencing a disabling medical condition, (you are Totally Disabled – unable to work, under the supervised care of your Physician, and following a recognized course of treatment for your condition) you may apply for GIDIP benefits and your GIDIP claim will be considered.

Should you have any questions regarding the Compassionate Care Benefit, please feel free to call our Plan Administrator, Canadian Benefits at 1-800-268-0285. For further information you can contact Employment Insurance by calling their telephone information service at 1-800-206-7218 or visit their web site at www.canada.ca/en/services/benefits/ei/caregiving.html

REHABILITATION PROGRAM AND/OR MODIFIED RETURN TO WORK PROGRAM

There seems to be some misunderstanding with regards to returning to work under a Modified Return to Work/Rehabilitation Program. This bulletin is provided as a tool to assist you in understanding your *GIDIP* and insurance supported modified return to work program after receiving full disability benefits.

The Modified Return to work program provision under your Disability Policy is a program provided to you at the sole discretion of the Insurance Company, Manulife Financial. Canadian Benefits Consulting Group, the Plan Administrator for your Short-Term Disability Plan (STD), will determine whether or not a Rehabilitation Program is appropriate and/or insurance approved in reference to Rehab benefit eligibility. Manulife Financial administers your Long-Term Disability (LTD) Plan and they will have sole discretion in determining eligibility for Rehab insurance benefits under the LTD Plan.

Eligibility for this Program will be based on the medical documentation received from your Attending Physician and/or your Specialist. It is not dependent on whether the Company Physician recommends that you return to work under a Rehabilitation Program. **Rehab insurance benefits are not automatic.** If you are thinking of returning to work under a Rehabilitation Program you must keep your Disability Case Manager (DCM) informed to determine if you qualify for Rehab Insurance benefit Consideration.

The Modified Return to Work Program is available to you when medical documentation on file with the Insurance Company supports a return to work under this Program and you are unable to return to your pre-disability work schedule immediately after receiving Group Insurance Disability Benefits. The purpose of the Modified Return to Work Program is to assist you back to full-time employment on a gradual basis when medically required and supported. The Insurance Company bases benefit eligibility for a Modified Return to Work on the medical documentation received from your Attending Physician. In addition, the following documentation will be required as part of the assessment process:

- a. From your Attending Physician; a **schedule for a Modified Return to Work**, including a goal date for a full-time return to work; and
- b. If there is insufficient medical on file to support such a return to work, you must also submit medical documentation outlining the medical reasons you require a gradual return to work

c . You will be asked to submit **medical updates** on your condition from your Attending Physician at regular intervals depending upon the length of the Modified Return to Work Program approved for insurance benefit “top up.”

When you have submitted all the required documentation, the Insurance Company will advise you by letter if you are approved for insurance benefit “top up” for a Modified Return to Work Program.

Once you have been approved for a Modified Return to Work Program by the Insurance Company, your employer will pay you wages for the hours you work. Your Group Insurance Plan will pay you for the hours you are not scheduled to work. You will receive a calculation sheet with your benefit payment showing how your insurance benefit is determined.

If you are unable to work your scheduled hours, because of illness, **you must see your Attending Physician and submit medical documentation** confirming your inability to work on the day missed listing the medical reasons.

The duration for the Rehabilitation Program can vary from 2 – 8 weeks under the STD portion of your Plan. If your Rehabilitation program has not concluded with the normal duration, or your medical condition has regressed and you can no longer participate in the Rehab Program, you must submit the medical reasons and documentation from your Attending Physician that would prevent you from returning to full time hours or how your medical condition has affected your inability to return to your Rehab work schedule and the treatment implemented to assist you in reaching your goal of a full-time return to work and a new final date for such a return.

It is important to be aware that no shift trades, no vacation and no overtime is allowed prior to the commencement of returning to work under the Rehab Program and/or while you are participating in an insurance approved Rehab Program. When you return to work under insurance approved Rehab Program you **will no longer** be eligible for insurance “top up” benefits if you take vacation as vacation is considered a return to work to regular duties as you would be reinstated to pay roll and paid regular wages.

NOTES ON STRESS / ANXIETY / DEPRESSION

This brochure has been put together to help you understand *GIDIP* and how your Short-Term Disability claim is reviewed when you are unable to work because of anxiety, stress, and/or depression.

We suggest you **take this brochure to your Doctor**. Periodically, our Plan Administrator is not able to approve *GIDIP* benefits because they do not have all of the medical information that they need.

We hope that this brochure will provide you and your Doctor with a better understanding of the medical requirements needed to avoid a delay with your *GIDIP* claim.

If I become Totally Disabled because of stress, anxiety, or depression will *GIDIP* pay me Short-Term Disability Benefits?

Stress in itself does not always mean that you cannot work; it is when it becomes distress or 'bad' stress that a problem arises. Our Plan Administrator must fully understand why you are unable to work, while at the same time ensuring you meet the Policy definition of "Total Disability."

What does Total Disability mean?

"Total Disability," under the terms of your Short Term Disability Policy, means that you are unable to perform any and every duty of your job, due to illness or accidental bodily injury, and not working at any other job.

As well, **You must be under the regular, supervised care of a Physician** and receiving active, recognized treatment for the Totally Disabling condition.

Your Doctor will need to know: what is your job, what are your duties, and how many hours do you have to work each day and each week. This allows your Physician to assess your ability to perform your job.

And what does active "treatment" and "regular, supervised care" mean?

"Treatment," under the terms of your *GIDIP* Disability Policy means, you must be receiving active, recognized treatment for your condition to assist you towards recovery.

“Regular, Supervised care” means that you are seeing your Attending Physician on a weekly or bi-weekly basis to monitor your progress, adjust any prescribed medication for optimum benefit, and ensure the recommended treatment is helping you towards working health.

“Rest” is not active treatment and does not allow you to receive *GIDIP* benefit payments. Treatment varies from patient to patient; it is your Doctor and/or Specialist who will usually recommend a combination of medication and psychotherapy.

My Doctor has said I can’t work because of anxiety/depression. What type of medical information must I submit to receive *GIDIP* benefits?

We suggest that you **take this brochure to your Doctor** so that he/she may address the points listed below. Your Doctor may not charge you to provide this information; however, if there is a charge, be aware such expenses are **not** covered under *GIDIP*.

1. How the symptoms manifest themselves.
2. Type of medication prescribed - name and dosage. If not prescribed, the reason why.
3. Type of psychotherapy prescribed, name of the Provider, including name/address if not the Attending Physician, and frequency of visits to both the Provider and the Attending Physician.
4. How the treatment will improve the Totally Disabling condition.
5. Diagnosis using the DSM-IV classification and including the GAF (Global Assessment of Functioning Scale).
6. Underlying causes of the condition (i.e. family/work/etc.) and history of the condition (if and when you have suffered same/similar condition before, etc.)
7. Is there also a drug/substance/alcohol condition?
8. Has a referral been made to a Medical Specialist (Psychiatrist) for assessment.

My Doctor has told me to take some time off and rest. Is rest considered active treatment?

Rest is **not active treatment** and **not eligible for benefits**. If you have a problem that is preventing you from working, medical ‘tools’ are needed to address the problem. Ongoing, active participation in a treatment program will ensure an earlier return to work.

How long will you pay me *GIDIP* benefits during my absence from work?

The reasonable and customary period of Total Disability for these types of illnesses does not often extend beyond four to six weeks with active treatment. Optimal treatment is often a combination of drug and psychotherapy, but each case differs. If your disability exceeds this period, a referral to a Specialist for an assessment and ongoing treatment would be expected.

My spouse/partner/child/parent has a serious illness and I want to be with them. I cannot concentrate on my job when I am at work. Will *GIDIP* pay me benefits?

Your Plan does not provide *GIDIP* benefits for compassionate or bereavement leave. These are addressed in your Union Agreement.

If however, you meet the above criteria – i.e. your Physician can provide answers to the above noted points, and substantiate that you are Totally Disabled, (unable to work, under the supervised care of your Physician, and following a recognized course of treatment for your condition) – your *GIDIP* claim will be considered.

Anxiety, Depression in Today's World

We all feel stress in our lives whether it is due to financial, medical, social, work, marital problems, serious illness, or death in the family. If you are feeling overly anxious or upset about what is happening in your life, don't forget that your union/employer provides an Employee Assistance Program commonly referred to as EAP.

*Services provided by your EAP remain confidential in nature and the employer and/or union are not aware of information shared with an EAP representative, or that you are even seeing such a counsellor. **Privacy is the key feature of these types of programs.** The program employs experienced, educated counsellors to assist you and provide guidance for most problems.*

This might include: direct counselling, referral to legal counsel, information about community resources that may be beneficial to you (debt counselling, substance abuse programs, bereavement groups, HIV positive groups, etc.). It will also provide general support to you while you sort out what is troubling you.

If you do not have an EAP brochure, contact your Human Resources Department. Often problems can be resolved before they get too big or disrupt your work.

SUBSTANCE USE DISORDER

This brochure has been put together to help you understand how your Short Term Disability claim is considered for benefit payment when you are unable to work because of substance use.

1. If I cannot work because of substance use, will *GIDIP* pay me Short Term Disability Benefits?

Your group Plan states that “*GIDIP* benefits will be payable for a disability resulting from, alcohol, drug or other substance use disorder only when you are either:

- actively involved in a rehabilitation program supervised by an Attending Physician and approved in writing by Manulife Financial; or
- confined in a hospital or other qualified institution for treatment.”

2. What does this mean?

To receive benefits, it is required that you attend a residential program (normally 28 days) or that you be involved in a day program supervised by a Physician (Medical Doctor). Please be reminded that the treatment program must be approved by Manulife Financial.

3. How long will you pay me *GIDIP* benefits during my absence from work?

GIDIP benefits will be paid for the duration of your residential or day program.

4. My Doctor has referred me to a treatment centre, but there is a four-week waiting period and I cannot work until I have received treatment. What happens now?

If you have attended a detoxification program, and you are under the care of a Physician, abstinent, and attending Alcoholic/Narcotics Anonymous Meetings, there is usually no medical reason why you cannot return to work until you enter a treatment program.

You will be required to provide confirmation of regular visits from your Physician and a signed, dated note listing the place of Alcoholic/Narcotics Anonymous Meetings attended, signed by an attendee (first name) of the program.

5. What if I cannot work prior to going into treatment?

Usually, you can work up to the date of entry into a treatment facility. However, if there is a medical reason why you cannot work prior to treatment, you must submit supporting medical information from your Attending Physician indicating:

- The disabling medical condition.
- The way in which the condition disables you.
- Type of treatment and response to treatment.
- Copies of lab work related to compliance with treatment (i.e. liver function tests and drug screens)
- Referral to Specialist.
- Prognosis.

Also, you must also meet the criteria set out in #4.

6. I will be starting a treatment program tomorrow. What information do you require to pay my benefits?

Prior to the release of any benefits, you are required to provide confirmation from the treating facility of the following:

- Date you started treatment.
- Expected date of completion.
- Type of treatment and compliance with treatment.

Upon completion of the program, a copy of your discharge summary is required for final benefit payment.

7. What if I cannot return to work immediately after completion of my treatment program?

Usually there is an immediate return upon completion of your treatment program. If there is a medical reason preventing your return, then submission of medical information is required, as stated in #5.

If your Physician indicates that you cannot return to work and you are in a recommended aftercare program, 1-2 weeks benefit is usually allowed.

8. What happens if I return to work after my detox program, while attending Alcoholic/Narcotics Anonymous Meetings, and four weeks later I have to leave work to start my treatment program?

Your claim will be considered as one continuous claim (unless you have returned to work for more than 90 continuous days). This means that you will not have to serve another '7-day waiting period' and benefits will become effective the date your treatment begins.