



**unifor**

2002 | Canada

**GROUP INSURANCE  
DISABILITY  
INCOME PLAN  
(GIDIP)**

**UNIFOR LOCAL 2002  
DISABILITY TRUST FUND**

**Permanent Full-Time and  
Part-Time Employees of  
Air Canada (Crew Scheduling),  
and CLS Catering Services Ltd.**

**January 2016  
Policy No. 71405**



591G 707





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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 discrepancy between any information contained in this booklet and the Group Policy, the terms of the Group Policy will apply.

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## 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.

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# GROUP INSURANCE DISABILITY INCOME PLAN (GIDIP) BOOKLET

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# 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. In order 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

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# 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.

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# 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 (Crew Scheduling), and CLS Catering Services Ltd.

**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 his or her basic earnings from the Employer, but excluding bonus and overtime pay, for normal work weeks.

**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 practise medicine and perform surgery, and a duly licensed Dentist, Podiatrist and Chiropractor practising within the scope of his or her 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.



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# HIGHLIGHTS

## ELIGIBILITY:

You must meet the criteria of *Total Disability* and be unable to work for *14 consecutive calendar days*. Benefits become eligible on the 15th 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 so 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

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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.

Application forms for the Canada Pension Plan or Quebec Pension Plan (**CPP/QPP**) sick benefits are retained in our Plan Administrator's office and mailed to Members, when applicable.

*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 his/her GIDIP claim.*

### **MEDICAL SUPPORT:**

In order to meet the needs of our Members, our Plan Administrator has retained the services of an in-house Medical Consultant. Canadian Benefits' Medical Consultant offers various assistance to their staff in order to provide better service to you, the Member. For example, in some instances, the Plan Administrator's Consultant can simply pick up the telephone and contact your Physician directly to clarify a concern that has arisen in your claim. This limits, at times, the need for lengthy correspondence back and forth and can shorten the claim decision period on your new or ongoing GIDIP claim.

### **SUBSTANCE USAGE:**

Your Plan specifically states where alcohol, drug or other substance use disorder is involved, benefits will not be eligible unless a Member is either:

- (1) confined in a hospital or other institution qualified to provide care and treatment for alcoholism or drug addiction and is under the continuous care of a Physician, or*
- (2) is undergoing regular rehabilitative treatment supervised by a Physician and approved in writing by Manulife Financial.*

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## 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)*, and contact your local Chairperson/Trustee to confirm the availability of Modified Return To Work at your location. Alternatively, 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 relating 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 must approve the Program.* Once a Modified Return To Work Program is approved by Manulife Financial, you will receive benefits for the time period approved and you are unable to work by submitting the hours you worked to the Plan Administrator. 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.

## WORKERS' COMPENSATION (WC) CLAIMS:

Where Disabilities are the result of **work accidents or illnesses**, GIDIP requires that you file a Workers' Compensation (WC) claim. You must also file a WC claim where it is identified that work related stress has resulted in Total Disability. Your Union Health & Safety Representative can help you do this. If WC declines your claim, you will usually be expected to file an appeal of that decision.

**Under the GIDIP, disabilities arising out of a work related illness or injury cannot be considered for benefit without confirmation that a WC claim has been filed, because WC is first payer.** GIDIP provides *Bridge-financing*, if your

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WC claim is pending, *and* you are *Totally Disabled as defined by the GIDIP Plan*. To receive GIDIP benefits, you must sign a Reimbursement Agreement to repay the GIDIP Plan if you recover any WC benefits in the future, for the same time period you received GIDIP benefits. You are also obliged to Appeal the WC decision when directed to do so by the Insurance Company.

**Bridge-financing:** If you have filed a WC claim and need financial help while you wait for WC Board's decision, GIDIP can provide you with financial assistance when your medical information supports Total Disability. Essentially this means that GIDIP will advance you eligible benefit money while you are awaiting and/or appealing the WC decision. To be eligible for bridge-financing you must:

- (1) have submitted a GIDIP claim form to Canadian Benefits within 90 days of the original date of your disability;
- (2) provide medical proof that you are Totally Disabled; and
- (3) complete and sign a REIMBURSEMENT AGREEMENT FORM agreeing to the following:
  - (a) submit a complete and proper claim to Workers' Compensation and actively pursue your claim until final determination;
  - (b) authorize and direct Workers' Compensation Board to communicate openly with the Plan Administrator and/or the Insurance Company;
  - (c) direct Workers' Compensation Board to reimburse your GIDIP any money they have paid to you for the same period of Disability;
  - (d) agree to reimburse GIDIP yourself for any benefit received during the same period you received Workers' Compensation benefits if the Workers' Compensation Board does not reimburse your GIDIP.

If WC declines your claim, you will be required to provide a copy of their letter along with a copy of the Appeal request (where applicable) to the GIDIP. If you have been on WC and your claim has been terminated, but you are unable to return to work, a release form allowing WC to release medical information to GIDIP must be on file. Without this signed release, GIDIP will be unable to consider your claim.

### **THIRD PARTY CLAIM (SUBROGATION):**

If you are in a motor vehicle accident or other 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, **Manulife Financial** will have the right to recover the amount of benefits paid to you during this period. **These monies will be put back into your Group Insurance Disability Income Plan.**

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*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. Alternately, 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

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## **WHO IS ELIGIBLE TO BECOME INSURED**

You are eligible for insurance when you -

- (a) are within the covered class (page 15), 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 as a result 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.

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# 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 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 15th 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 15th 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 15th 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 15th 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.

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**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 14 consecutive days and contributions are again deducted from your wages.**



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# 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 6 months 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 in 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 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.***

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# 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 16) or Long Term Disability (page 23) benefits, and are described in the applicable benefit description pages of this booklet.

**Failure to furnish any such proof within the time 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 the course of 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.

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# 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 (Crew Scheduling), or CLS Catering Services Ltd. and 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.

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# 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.

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- Under **STD-I** (the first 15 weeks), an amount equal to 55% of your basic weekly earnings, including longevity pay (rounded to the next higher multiple of \$1.00 if not already a multiple thereof) with no maximum.
  - Under **STD-II** (after 32 weeks of continuous Total Disability), an amount equal to 52% of your basic weekly earnings, including longevity pay (rounded to the next higher multiple of \$1.00 if not already a multiple thereof) with no maximum.

### **WAITING PERIOD:**

If you are still Totally Disabled after 14 consecutive calendar days of disability, (i.e. the waiting period for the Short Term Disability benefits), **GIDIP (STD-I)** may be payable on the 15th 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 32 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 16, **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 16, **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 17 above).

Payments will be made *bi-weekly* (every 2 weeks) *in arrears*, 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.*

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## 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 had a work-related accident, or you may have been injured in an automobile 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, including any plan or program established pursuant to a provincial automobile insurance act.
- The amount of any income replacement benefits payable (or which would have been payable upon proper application by you) under any Workers' Compensation Act, or similar law. Any week for which the payable weekly benefit is zero will count towards the maximum benefit period.
- 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.

Please note that, should you apply for Workers' Compensation Benefits as a result of a work-related injury that renders you Totally Disabled, GIDIP will provide Benefits while you wait for a decision if you meet the criteria of Total Disability under the GIDIP Policy. However, you must reimburse the amount received from the GIDIP Plan if Workers' Compensation Benefits accepts your claim and pays you for the same period of time that GIDIP paid Benefits to you. (see page 8 - Bridge-financing).

## 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

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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.

## **E. MODIFIED RETURN TO WORK PROGRAM**

Your Short Term Plan provides a Modified Return To Work Program for Members who are unable to return to their pre-disability schedule immediately after receiving GIDIP benefits. A Modified Return To Work Program may be available to you with the goal 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, **first, please discuss this with Canadian Benefits** to determine your eligibility for insurance benefits under this Program. Then contact your Employer, Trustee or Local Chairperson to confirm the availability of Modified Return To Work at your location. Alternatively, Canadian Benefits may contact you to discuss the restrictions and/or modifications pertaining to your job and schedule, to explain how the Modified Return To Work Program is co-ordinated, as well as answer any and all questions you may have relating to this Program. Physician awareness includes writing or calling your Doctor. **To receive a percent of your insurance Total Disability Benefits during a return to work on a Rehabilitation schedule under your Plan, the Insurance Company must approve the Program.** Once a Modified Return To Work Program is approved by Manulife Financial, you will receive benefits for the time period approved and that you are unable to work by submitting the hours you worked to the Plan Administrator. 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.

## **F. LIMITATIONS**

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

### **ALCOHOL AND DRUG USAGE:**

Benefits will be payable for a Disability resulting from alcohol, drug or other substance use disorder only when you are either:

- (1) confined in a hospital or other institution qualified to provide care and treatment for alcoholism or drug addiction and you are under the continuous care of a Physician, or

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- (2) you are undergoing regular rehabilitative treatment [including monitoring of substance use] supervised by a Physician and approved in writing by Manulife Financial.

## **G. EXCLUSIONS**

No GIDIP benefits are payable for:

- (1) Any Total Disability caused, or in any way related to the performance of a surgical procedure elected for cosmetic purposes.
- (2) Any Total Disability caused, or contributed to, by intentionally self-inflicted bodily injury or attempted suicide, whether you are sane or insane.
- (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.

## **H. 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.

## **I. THIRD PARTY CLAIM**

If the Member receives benefits under this Coverage and seeks compensation from a third party for causing him/her 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.

## **J. PROOF OF CLAIM**

Written proof of claim must be given to the Plan Administrator, Canadian Benefits, no later than 6 months following commencement of your total disability.

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



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# EMPLOYMENT INSURANCE (EI) SICK BENEFITS

Your Plan incorporates a period of time for which you will be required to claim EI sick benefits. If your Total Disability is longer than your 2 week waiting period and 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 15 weeks sick benefits.

Total disability coverage is as follows:

Waiting or eligibility period:	2 weeks (must be off work for 14 continuous days)
Group Insurance Short Term Disability Plan (STD-I):	15 weeks
Employment Insurance (EI) Sick Benefits (Government):	15 weeks
Group Insurance Short-Term Disability Plan (STD-II):	20 weeks (eligible after 32 weeks of continuous Total Disability)
Long Term Disability Plan:	Eligible after 52 weeks of continuous Total Disability

## APPLYING FOR EMPLOYMENT INSURANCE (EI) SICK BENEFITS

If you have received 12 weeks of Short Term Disability benefits and you are still Totally Disabled, the Plan Administrator, Canadian Benefits, will forward a letter and an Employment Insurance application form for sick benefits to you or information on how to apply for this Benefit in your Province.

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 at your nearest EI office. You may also wish to provide the EI office 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 miss-

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ing 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 15 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 of ***Continuing Disability*** 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**, an application for **Long Term Disability Group Insurance benefits** will be forwarded to you approximately 6 weeks prior to the end of the STD-II benefit period. This Application should be completed in full and returned to Canadian Benefits as quickly as possible to avoid delays in benefit reimbursement. *The Long Term Disability Application must reach the Plan Administrator's office within 90 days of eligibility for this Benefit. After that period your claim can be denied as 'late submitted' (see 'Proof of Claim' – LTD Page 28).*

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# 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 24) 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.

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## A. MONTHLY BENEFIT SCHEDULE

Your Monthly Benefit is defined as an amount equal to 52% of your basic monthly earnings including longevity 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 25 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).

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**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;
  - (b) income replacement benefits commencing on or after the date you become totally disabled and which are payable either periodically or in a lump sum under any Workers' Compensation Act or similar law; and
  - (c) 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 (i.e. Workers' Compensation), 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,

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*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.

**Benefit payment will commence 15 days from the date the Total Disability reoccurs, upon receipt of supporting medical.**

## **E. MODIFIED RETURN TO WORK PROGRAM**

Your Long Term Disability Plan provides 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 you with the goal to assist you in returning to your job on 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 Manulife Financial, and contact your Employer, Trustee or your Local Chairperson to confirm the availability of Modified Return To Work at your location. Alternatively, Manulife Financial or its Representative may contact you to discuss the restrictions and/or modifications pertaining to your job and schedule, and to explain how the Modified Return To Work Program is co-ordinated as well as answer any and all questions you may have relating to this Program. Physician awareness includes writing or calling your Doctor. **To receive a percent of your group insurance benefits during a return to work on a Rehabilitation schedule under your Plan, the Insurance Company must approve the Program.** Once a Modified Return To Work Program is approved by Manulife Financial, you will receive benefits for the time period approved and that you are

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unable to work at your full schedule, by submitting the hours you worked to the Plan Administrator. 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 participating in an insurance approved modified return to work program.*

## **F. 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:**

Benefits will be payable for a Total Disability resulting from alcohol, drug or other substance use disorder only when you are:

- (1) confined in a hospital or other institution qualified to provide care and treatment for alcoholism or drug addiction and you are under the continuous care of a Physician, or
- (2) you are undergoing regular rehabilitative treatment [including monitoring of substance use] supervised by a Physician and approved in writing by Manulife Financial.

## **G. EXCLUSIONS**

No GIDIP benefits are payable for:

- (1) Any Total Disability caused by, or in any way related to the performance of a surgical procedure elected for cosmetic purposes.
- (2) Any Total Disability caused, or contributed to, by intentionally self-inflicted bodily injury or attempted suicide, whether you are sane or insane.
- (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 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.

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- (5) 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.
  - (6) 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.

## **H. 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.

## **I. 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.

## **J. 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 action at law or in equity will be brought to recover under the Group Policy prior to the expiration of 30 days after written proof of loss upon which claim is based has been furnished in accordance with requirements of the Contract. No such action shall be brought more than 1 year after the expiration of the time within which proof of such loss is required.



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# 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.**

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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