



The Manitoba Teachers' Society

Short Term Disability Benefits Plan


Effective date: May 1st, 2021

Accepted for the Provincial Executive of The Manitoba Teachers' Society by:



President

May 1st 2021
Date



General Secretary

May 1st 2021
Date

Short Term Disability Plan

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Foreword

Short Term Disability Benefits Plan

This Plan Document describes the Short Term Disability Benefits Plan insured by The Manitoba Teachers' Society for its members, as well as other employees of public school boards or educational facilities in Manitoba. The Plan is governed by MTS By Laws. The Provincial Executive delegates the administration and operations of the Plan to the Disability Benefits Plan Committee.

Objective of the Plan

The Plan is dedicated to assisting eligible members through periods of disability in a manner that will attempt to assure, in a consultative approach, to assist the eligible members, when possible, to return to work, while providing the disabled member with financial security at a cost that is reasonable to the premium-paying member.

Table of Insurance

Benefit Period

The period after the expiry of available sick leave and up to the expiry of the minimum required waiting period (80 working days) for the Manitoba Teachers' Society Long Term Disability Benefits Plan.

A benefit period is:

1. the period of time during which the person is continuously disabled and meets all the terms and conditions of the Plan; plus
2. if the disability is not continuous, any period of time during which the disability is considered to be a recurrence.

Benefit Amount

Shall be based on the following Pre Disability Gross Salary

On the first \$24,000.00	60.5%
On the next \$18,000.00	51.0%
On the next \$42,000.00	47.5%
In excess of \$84,000.00	42.5%

Changed September 1st 2019

Pension Contribution Benefit

In June 2004, The Teachers' Pension Act was amended such that those teachers receiving a disability income under a group insurance plan were no longer required to contribute to the Teachers' Retirement Allowances Fund.

Taxability

All benefits are non-taxable.

Section 1: Definitions

Short Term Disability Benefits Plan

The Manitoba Teachers' Society Short Term Disability Benefits Plan, hereinafter referred to as the Plan, is governed by MTS By Laws. The Provincial Executive delegates the administration and operations of the Plan to the Disability Benefits Plan Committee.

Employer

Means any organization or entity listed as an Employer in Appendix "A" of this Plan Document.

Employee

Means any person employed by one of the employers listed in Appendix "A" of this Plan Document, provided that person's occupation falls within one of the Eligible Employee Groups listed opposite that person's Employer in Appendix "A" and subject to the insuring requirements for that class of employee.

Insuring Requirements

(1) For Teachers

All Teachers signed to a limited or general term contract are covered immediately.

(2) For Non-teachers

Means that in order to be eligible for coverage under this Plan, the non-teaching employee must be employed with one of the Employers and Employee Groups listed in Appendix "A".

Eligible Employee Group

1. Means a group of employees classified by an Employer as belonging to a specific job group, collective bargaining unit or otherwise identifiable employee unit and listed opposite that Employer in Appendix "A".
2. Substitute Teachers are not an Eligible Employee Group covered under this Plan.

School Year

For the purposes of the Plan, the school year shall commence July 1 and end on the next following June 30.

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Section 2: Insuring Provisions

Covered Employees

All active Employees insured immediately prior to September 1, 2014 by The Manitoba Teachers' Society Short Term Disability Benefits Plan Policy dated January 1st, 2010, shall be insured according to the terms and provisions of this Plan Document.

For all new employees hired by an Employer after September 1, 2014 coverage under this Plan shall be mandatory, provided said employees satisfy the meaning of Employee, meet the Insuring Requirements and fall within an Eligible Employee Group, as defined in Section I of this Plan Document.

Effective Date

All Employees shall be covered immediately from their first day of active employment with an Employer, or as soon as they meet all Insuring Requirements as defined in Section I of this Plan Document. If an Employee is absent from work, for any reason, on the date their employment was set to commence, then coverage under this Plan will not take effect until that Employee first reports to active work. However, any eligible employee whose coverage previously terminated as a result of an absence due to a non-disabling injury or illness (as defined by the terms of this Plan document) must return to active employment for a period of 20 working days before coverage will become effective.

Premium Payment

Any employee group participating in this Plan acknowledges that coverage for eligible new employees within their group is mandatory and that continued coverage for the group is extended subject to the acceptance of this condition. Implicit with this acceptance is acceptance of the condition that, where an employee contribution to premium is one of the terms agreed to for entry of that employee group into this Plan, then that condition shall be binding on each of the eligible employees within that employee group and those eligible employees are therefore required to make the necessary premium contribution. The DBP Committee reserves the right to declare ineligible all employees within an employee group should any member of that employee group not pay the required premium.

Changes in Amounts of Insurance

Changes in an Employee's amount of insurance will take effect immediately, except in the following situations:

1. No change will take effect during a period of disability, except as noted in 2. below;
2. Changes in insurance due to changes in Monthly Earnings under a negotiated contract will take effect on the date the contract becomes effective, but only when the negotiated contract has an effective date which is retroactive to a period of time prior to the first date of benefits.

Actively at Work

Means the Employee is not disabled and actually reports to work at the normal place of employment and performs her or his normal duties.

Termination of an Employee's Insurance

An Employee's insurance will terminate on the earliest of the following dates:

1. the date that this Plan Document terminates;
2. the due date of the first premium to which the Employee has not made a required contribution;

Disability Benefits Plan

3. the date the Employee ceases to be eligible according to the terms of this Plan Document;
4. on the date an Employee retires, unless the employee has signed a Limited Term contract subsequent to Retirement
5. on the date an Employee is granted a leave of absence by an Employer for either a type of leave or duration of leave not considered eligible under the terms of this Plan Document;
6. the day after an Employee ceases to be disabled, according to the terms of this Plan Document, if the Employee fails to return to work following a period of disability satisfactory for the receipt of benefits under the terms herein;
7. in the case of an Employee who is laid-off on June 30 of any calendar year, and the date of recall falls after the commencement of the subsequent fall term; coverage will terminate effective with the June 30 lay-off and shall not be reinstated until the Employee returns to active employment.
8. the date that an Employee, on a leave of absence, becomes substantially employed, by an employer not listed in Appendix "A" and where employment is not part of a vocational rehabilitation plan approved by the Plan.

Special Rules Covering Criminal Offenses

Benefit payment will not be made for a period of disability where the disability is due to, or results from, the commission or attempted commission of a criminal offense. An Employee who becomes disabled shall be entitled to receive benefits under the terms of the Plan, but such benefit payment will terminate immediately when it is determined that the Employee was guilty of an offense if it is determined that the disability arose directly or indirectly from the commission or attempted commission of the offense. In that event, coverage will be deemed to have ceased on the last day worked and no further benefits will be payable to that Employee unless the Employee returns to work and again meets all the terms and conditions of the Plan. The DBP Committee reserves the right to pursue repayment of benefits paid where the disability arose directly or indirectly from the commission or attempted commission of a criminal offense.

Eligible Leaves of Absence

Notwithstanding anything to the contrary contained in the Termination of an Employee's Insurance provision of this Plan Document, coverage for all Employees shall be continued and premiums must be paid if an Employee is granted a leave of absence and the leave period does not exceed a total of 24 months. Full coverage shall be maintained and premiums must be paid for the duration of a teacher assignment with the Department of National Defense.

Section 3: Benefit Provisions

Assessment Authority

The Plan has full authority for the assessment of a person's entitlement to benefits.

Disability

The benefits under this Plan Document are for disability periods that start while a person is insured.

Qualifying Period

During the benefit period, an employee shall be considered disabled when that employee, because of illness or injury, is unable to perform that employee's occupation for a period of 3 continuous work days in a manner consistent with the regular and customary requirements of that occupation as a qualifying period.

Recurrent Disability

Where an Employee becomes disabled under the terms of this Plan, again, from the same or related causes as those for which Short Term Disability benefits have been paid under this Plan and the Disability recurs within 10 working days from the end of the period for which benefits were paid under this Plan, the Plan will waive the qualifying period.

All such recurrences will be considered a continuation of the same Disability. The benefit payable will be based on the Employee's Earnings as at the original date of Disability. Benefits for all recurrences will not be paid for a combined period longer than the Maximum Benefit Period shown in the Benefit Schedule.

If the same Disability recurs more than 10 working days after the end of the period for which benefits were paid, such Disability will be considered a separate Disability.

Two Disabilities, which are due to unrelated causes, are considered separate Disabilities if they are separated by a return to work of at least one day.

Monthly Earnings

(1) For Teachers

Monthly earnings for benefit calculations are 1/12th of the person's annualized insured earnings in effect the day before the disability benefit period started.

(2) For Non-Teachers

Staff employees' earnings will be a rolling average of the 40 days preceding the last day worked

Monthly Earnings for Part-time Teacher Contracts

Part-time Employees will have their Benefit Amount calculated based on their pre-disability annualized earnings, divided by 12. This rule will apply equally to covered members employed on a part-time basis, who work full-time for a portion of the school year.

Leave of Absence

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If an Employee is on a leave of absence when disability commences, then Monthly Earnings will be based on 1/12th of the Employee's annualized insured earnings in effect on the day before the leave started.

Overtime, Bonuses and Commissions

Sporadic overtime, bonuses and commissions will not be included in monthly earnings.

Net Pay

Net pay means the person's monthly earnings less deductions for federal and provincial income taxes, employee EI contributions, employee CPP contributions plus employee contributions to the Teachers' Retirement Allowances Fund or any other pension plan to which the employee contributes as part of employment with the employer. The deductions for taxes are the amounts an employer would be required to withhold from an employee's monthly earnings assuming taxable income equals annual earnings less the basic personal exemption. The personal exemption and tax rates used are those in effect the day before the disability or leave of absence started.

Short Term Disability Income Benefits

A disabled person is entitled to Disability Income Benefits under this Plan for as long as the Benefit Period lasts.

Amount Payable

The amount payable is the Benefit Amount less the reductions, if any, required under the offset and rehabilitation incentive provisions of this Plan Document.

Other Income

For the purposes of the Offset Provision, "income" refers to all income payable during the same period as Disability Income Benefits under this Plan Document.

Except for retirement benefits, all income is considered payable when a person is entitled to it, whether or not it has been awarded or received. If the person was instructed to make an application for benefits, but does not comply, the Plan will have the right to estimate said benefits according to the terms of any plans or legislation involved. Retirement benefits are considered payable when they are actually received. If income is payable in a lump sum, the amount used will be the portion payable for loss of income during the benefit period.

Offset Provision

Amended May 1st 2021

Under this provision, an Employee's Disability Income Benefit is reduced by the following income:

1. Disability and/or retirement benefits to which the employee is entitled under:
 - (a) the net amount of Canada Pension Plan Disability Benefits defined as the gross benefit less federal and provincial income tax;
 - (b) the Quebec Pension Plan; or
 - (c) a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan;

except for increases that take effect after the benefit period starts, or benefits payable to the employee for dependents of that employee.

Disability Benefits Plan

2. Benefits under any Workers Compensation Act or similar law except for:
 - (a) permanent partial disability awards that were payable for each of the 12 months before a disability period; and
 - (b) benefits related to employment with another employer.
3. Loss of income disability benefits available through legislation, except for Employment Insurance benefits.
4. Where permitted by law, automobile insurance benefits paid or payable for loss of income. Such benefits will include those specifically mandated by the terms of coverage or legislation, as well as any other loss of income benefits included as part of a final settlement of claim.
5. Subrogation

Where disability income benefits become payable with respect to a claimant who has a right to recover damages from any individual, corporation or organization, the Plan will be subrogated to the rights of recovery of the claimant against such individual or organization to the extent that the Disability Income Benefits are paid or payable whether or not the claimant achieves full recovery of their loss.

In order to qualify for or maintain Short Term Disability Income Benefits, the claimant may be required at the discretion of the plan to sign a subrogation agreement if requested to do so by the Plan.

Whether or not a subrogation agreement has been signed, the claimant shall reimburse the Plan up to the amount of any benefit paid or otherwise payable under the Plan out of the damages recovered, which amount shall include any lump sum or periodic payments on account of past, present or future loss of income.

The claimant shall notify the Plan as soon as any action is commenced against any third party which involves a claim which would otherwise be payable under this benefit, and shall provide the Plan information including copies of all relevant documentation, of any judgment or settlement of such claim. Unless the prior approval of the Plan has been obtained, no such settlement of any claim against the third party shall be binding upon the Plan.

In the event a lump sum payment is made under a judgment or a settlement for loss of future income or for future periodic lump sum benefits which might otherwise be payable under this Plan, and the claimant fails to reimburse the Plan to the extent of the benefits paid, no benefits will be paid by the Plan until such time as the disability income benefit which would otherwise be payable under this Plan equals the amount received under the judgment or settlement.

If the third party damage claim is settled prior to trial of the action, the Plan shall be reimbursed in any amount that reasonably reflects the benefits that would otherwise be payable under this Plan, on account of past, present and future income without regard to the terms of the settlement that may have been agreed to by the claimant and the third party.

6. Employment income or disability benefits related to any employment, except for:
 - (a) any amount that is related to employment other than with the employer and that was payable for each of the 12 months before a disability period
 - (b) income from an approved rehabilitation program. This income is considered under the rehabilitation incentive provision.

Rehabilitation Incentive Provision

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Earnings received from an approved rehabilitation program are not used to reduce an Employee's Disability Income Benefit unless those earnings, income from this Plan, and the income described under the Offset Provision of this Plan Document would exceed 100% of the claimant's pre disability net monthly earnings.

If earnings received from an approved rehabilitation program, combined with Disability Income Benefits under this Plan, and income described under the Offset Provision of this Plan Document exceed 100% of the Employee's pre-disability net monthly earnings, the Disability Income Benefit shall be reduced by the amount in excess of 100%.

Reconciliation of Earnings

Teachers or non-teachers, because of the terms of their employment may earn their annual salary over a period other than 12 months. Left unrecognized this could result in either an overpayment or underpayment from the terms of this Plan. To prevent this occurrence, a reconciliation of salary will be conducted on the June 30 immediately following the commencement of benefits, and on the date benefits from this Plan terminate. Following reconciliation, and only if necessary, an adjustment will be made to the Benefit Amount which would otherwise be payable, to reflect the actual amount of lost earnings. Should the reconciliation show that an underpayment from this Plan has occurred, the Benefit Amount will be increased by a proportionate amount. Conversely, where an overpayment is identified, the Benefit Amount will be reduced by a proportionate amount.

General Limitations

No benefits will be paid for:

Independent Medical Assessment

1. Any period in which the person does not consent to, participate in, or cooperate in any independent medical assessments deemed necessary by the Short Term Disability Benefits Plan or any other investigations deemed necessary by the Short Term Disability Benefits Plan.

Reasonable and Customary Treatment

2. Any period in which the person does not participate or cooperate in a reasonable and customary treatment program on the request of the Plan.

A reasonable and customary treatment program is systematic treatment that:

- (a) is performed or prescribed by a legally licensed doctor of medicine; and
- (b) is of the nature and frequency usually required for the condition involved; and

The Plan may at its sole discretion, require the treatment program be supervised by a legally licensed medical Specialist.

Leave of Absence, Lay-Off

3. The scheduled duration of a leave of absence or lay-off if disability starts after the leave or lay-off began.

Canadian Residency

4. In order to facilitate and ensure compliance with the obligation to participate in a reasonable and customary treatment program and to participate in a rehabilitation program recommended or approved by the MTS Disability Benefit Plans, claimants who will be out of Canada for a period in excess of one week are required to:

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- (i) advise their Case Manager in advance of their intended departure date and of the period when they expect to be outside of Canada;
- (ii) meet with their Case Manager to review matters relating to their treatment program and, if applicable, their rehabilitation program, and their availability to participate in any recommended or approved rehabilitation program.

Prison Confinement

- 5. A period of incarceration and/or involuntary detention via a prison or similar institution.

War, Insurrection, Riots

- 6. Disability arising from war, insurrection or voluntary participation in a riot.

Section 4: Claims Provisions

Notice of Claim

To permit prompt assessment and early participation in rehabilitation programs, initial notice of claim shall be submitted by either claimant/Employee or the Employer of the claimant/Employee no later than 10 days after disability commences.

No benefits will be payable

For claims for which the Employer Form, the Employee Application and the Attending Physician's Statement are submitted more than 60 working days after the earlier of:

1. the expiry of sick leave; and
2. the date this Plan document terminates.

Proof of Claim

Benefits under this Plan Document will only be payable for periods for which the Plan has received satisfactory proof that a person is entitled to benefits.

The claimant/Employee must provide information required to prove entitlement to benefits and must also authorize the Plan to obtain information from other sources for this purpose. Whenever the Plan requests any such information or authorization, it must be submitted within 20 working days. If it is not submitted within this time, no further benefits are payable.

Notice of Assessment

The Plan shall provide the claimant/Employee with a written notice of assessment showing:

1. whether or not benefits have been approved;
2. whether or not further information is required; and
3. if benefits have not been approved, the reasons for denial and the procedures available to appeal.

Legal Actions

No legal action to recover benefits under this Plan can be introduced:

1. for 60 days after notice of claim is submitted; or
2. more than 1 year after a benefit has been denied.

Overpayment

If a person has received benefits in excess of their entitlement under the terms of this Plan Document, that person is responsible for repayment of any such excess amount within 3 months of the receipt of a demand, in writing, from the Plan. This period may be extended by the Plan, in writing, and said extension is within the sole discretion of the Plan. If the person fails to fulfill this responsibility, further benefits will be withheld until the overpayment is recovered. This does not limit the Plan's right to use any other legal means to recover the excess payment.

Disability Benefits Plan

Section 5: General Provisions

Currency

All money payable under this Plan will be in Canadian funds.

Furnishing of Information: Access to Records

Upon request, the Employer must forward to the Plan:

1. required information on the eligibility of employees;
2. employee applications;
3. details relating to changes in insurance; and
4. information required for assessment of claims, including job information.

Medical Assessments

The Plan has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical assessments if required, and a failure to do so may, at the sole discretion of the Plan, result in the termination of benefits.

Disclosure Provisions

1. This Plan document will be available through The Manitoba Teachers' Society for review by employees.
2. If asked to do so within 1 years after notification of a decision concerning insurance or benefits, the Plan will disclose to the Employee the name of each person or organization that provided information concerning the Employee's application or claim.
3. If an Employee submits written authorization from a person or organization that provided medical information, the Plan will disclose the information to the Employee.
4. The Plan may, without specific authorization, disclose information about a person's claim to another insurer or benefits administrator if:
 - (a) the information could be relevant to assessment of the claimant's entitlement to other disability benefits for the same period of time; and
 - (b) the information is given in confidence with the stipulation that it may not be released to another party.
5. Cooperation and Authorizations

Employee/claimants shall cooperate with the Plan in providing information:

- (i) to establish the existence, nature and extent of any disability;
- (ii) relating to the care and treatment of the disability;
- (iii) relating to past and present rehabilitation efforts and programs and/or potential rehabilitation programs.

Without limiting the generality of the foregoing, such cooperation shall include providing to the Plan, upon request, authorizations for the release of information to the Plan of employment information, medical treatment information from Manitoba Health or other government department or agencies and medical treatment or personal health information from hospitals, physicians, or other health care providers, including clinical notes, chart notes, and test results.

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Mediation

Mediation is a process entered into with the mutual consent of the claimant/Employee and the Plan. Within thirty (30) days following the communication by the Plan that a claim has not been accepted, the claimant/Employee or the administrative staff member designated to oversee the Plan may request that the dispute be resolved through a mediation process. Subject to the mutual agreement of both parties, mediation will be completed within thirty (30) days of the request, or within such other period as may be agreed to by the parties, subject to the operational policies and regulations approved by the Plan. Any mediated resolution of the dispute will be binding on both parties. The claimant and the Plan shall each pay one half of the cost of the mediator.

Appeals

Within sixty (60) days following the communication by the Plan that a claim decision has been made; either the Plan or the claimant/Employee may appeal the decision to an Arbitration Panel. Such an appeal shall be made by way of a Notice of Appeal in writing to the General Secretary of the Society and shall outline the grounds for the appeal. The arbitration process shall be subject to the rules of natural justice and The Arbitration Act of Manitoba. The decision of the Arbitration Panel shall be final and binding on the parties and subject to review only as provided under The Arbitration Act. The claimant/Employee and the Plan shall each pay one-half of the cost of the arbitration. has no meaning as it came from the Long term plan appeal mechanism and the Short term plan has no history with the Society

Conformity to Legislation

If this Plan Document does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of that legislation.

Notification of Possible Disability Claim

The Plan operates a Notification system and process with Employers and Employees, wherein the Employers are asked to notify the Plan in the event that an Employee is absent from work for a specified period or longer. An Employee has a concurrent obligation to notify the Plan forthwith of any potential disability. This Notification process enables the Plan to make initial contact with the Employee to determine if a claim for disability benefits is likely to be made, in order that entitlement to disability benefits may be determined as soon as possible, and in order that rehabilitation supports, if applicable, may be made available as soon as possible. The failure to provide timely notice may result in the declination of benefits due simply to the passage of time since the disability arose.

Section 6: Premium Provisions

Payment

Premiums are due on the first day of each insurance month. Premiums must be paid by the Employer to The Manitoba Teachers' Society.

Payment of premium will not cause insurance to take effect or continue if it would not do so according to this policy's insuring provisions.

Adjustments

The premium will be adjusted retroactively to reflect changes in insurance amounts.

Termination of Premium Payments

No premium will be payable by employees who are no longer eligible for coverage from the date their coverage terminates.

Waiver of Premium while Disabled

When in receipt of benefits from the Plan, the claimant/Employee is not required to pay the Plan premium, except those claimants/Employees who are in receipt of income from an approved rehabilitation employment program with an Employer covered by the Plan. The claimant/Employee shall have deducted at source the applicable premium applied to the rehabilitation income only.

Disability Benefits Plan

Appendix A: Eligible Employee Groups

Employer	Eligible Employee Groups	Net* Benefit Amount
Beautiful Plains School Division	Teachers	
Brandon School Division	Teachers	
Border Land School Division	Teachers	
Division Scolaire Franco-Manitobaine	Teachers	
Evergreen School Division	Teachers	
Flin Flon School Division	Teachers	
Fort La Bosse School Division	Teachers	
Frontier School Division	Teachers	
Garden Valley School Division	Teachers	
Hanover School Division	Teachers	
Interlake School Division	Teachers	
Kelsey School Division	Teachers	
Lakeshore School Division	Teachers	
Lord Selkirk School Division	Teachers	
Louis Riel School Division	Teachers	
Manitoba Institute of Trades and Technology	Teachers Administration/Clerical	
Mountain View School Division	Teachers	
Park West School Division	Teachers	
Pembina Trails School Division	Teachers	
Pine Creek School Division	Teachers	
Portage La Prairie School Division	Teachers	
Prairie Rose School Division	Teachers	
Prairie Spirit School Division	Teachers	
Red River Valley School Division	Teachers	
River East Transcona School Division	Teachers	
Rolling River School Division	Teachers	
Seine River School Division	Teachers	
Seven Oaks School Division	Teachers Administration/Clerical	

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Southwest Horizon School Division	Teachers	
St. James-Assiniboia School Division	Teachers	
Sunrise School Division	Teachers	
Swan River School Division	Teachers	
Turtle Mountain School Division	Teachers	
Turtle River School Division	Teachers	
Western School Division	Teachers	
Winnipeg School Division	Teachers	

Recorded Changes

Section 1 Benefit Amount

Amended September 1st 2019

The Benefit Amount is shown opposite each Eligible Employee Group in Appendix "A" of this Plan Document. The Benefit Amount shall be 80% of an Employee's Net Pay, subject to the Terms and Conditions in this Plan Document.

Section 3 Benefits

Amended May 1st 2021

1. Disability or retirement benefits to which the employee is entitled under:
 - (a) the net amount of Canada Pension Plan Disability Benefits defined as the gross benefit less federal and provincial income tax;
 - (b) the Quebec Pension Plan; or
 - (c) a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan;

Amended December 1st 2016

Under this provision, an Employee's Disability Income Benefit is reduced by the following income:

1. Disability or retirement benefits to which the employee is entitled under:
 - (a) the net amount of Canada Pension Plan Disability Benefits ~~or retirement benefits~~ defined as the gross benefit less federal and provincial income tax;
 - (b) the Quebec Pension Plan; or
 - (c) a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan;