

DISABILITY & REHABILITATION BENEFITS



HEALTHCARE EMPLOYEES' PENSION PLAN
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DISABILITY & REHABILITATION BENEFITS

The Healthcare Employees' Benefits Plan (HEBP) Disability and Rehabilitation (D&R) Plan is designed to replace a portion of your income if you are unable to work because you have been deemed Totally Disabled as defined by the Plan. The D&R Plan coordinates claims assessments, rehabilitation programs and D&R Benefit payments.

DISABILITY & REHABILITATION COVERAGE

Eligibility and Evidence of Insurability

You are eligible to enrol for D&R coverage if:

- ▶ Your employer participates in the D&R Plan;
- ▶ You have completed three months of continuous, active service as a permanent or temporary, full-time or part-time employee (the three-month waiting period); and if part-time,
- ▶ You have worked, on average, at least 15 hours per week in the previous calendar year. *(Each year, a review of hours of all part-time employees is completed to determine if an average of at least 15 hours per week has been worked and, if so, the Employee is eligible for coverage for the following year.)*

Casual employees are not eligible to participate in the D&R Plan.

All eligible employees must complete and submit an enrolment form. If an enrolment form is not completed within 30 days of becoming eligible for coverage, medical Evidence of Insurability will be required and coverage will be dependent on acceptance.



Premiums

The HEBP Board of Trustees sets premium rates for the D&R Plan. Premiums will be calculated as a percentage of the member's Monthly Earnings.

For current rate information, please contact your Participating Employer.

Leave of Absence/Layoff and Prepayment of D&R Premiums

Members on an unpaid sick leave of absence (LOA) are required to prepay D&R premiums. D&R premium prepayments are optional for all other types of leave/layoff, including maternity or parental, educational, or personal leave of absence. Members on an approved maternity, parental, sick or personal leave of absence may prepay premiums for benefit coverage for up to one year. Members on an educational LOA may prepay premiums for up to two years.

D&R coverage is only maintained during a leave of absence/layoff if D&R premiums are prepaid. If premiums are not prepaid, your coverage will cease and you will not be entitled to D&R Benefits if you become Totally Disabled during your LOA.

Prior to the start of a LOA/layoff, contact your Participating Employer's Human Resources department to:

- ▶ Discuss the LOA/layoff;
- ▶ Obtain information about maintaining D&R coverage while on an LOA/layoff;
- ▶ Complete the necessary forms; and,
- ▶ Arrange prepayment of D&R premiums.

Termination of Coverage

D&R coverage stops on the day one of the following occurs:

- ▶ You transfer to an employer who does not participate in the D&R Plan
- ▶ You change jobs with your Participating Employer and start working in an employee group that does not participate in the Plan
- ▶ You quit or lose your job
- ▶ You start receiving pre-retirement payments
- ▶ You reach the age of 64 and eight months
- ▶ You change from full-time or part-time to casual
- ▶ The Plan terminates
- ▶ Premiums are not paid as required

- ▶ You are on unpaid leave of absence (LOA) and you have not made D&R premium prepayments
- ▶ Your death
- ▶ If you are part-time and have not worked an average of at least 15 hours per week in the calendar year, your coverage will terminate on December 31st of the current year.

NOTICE OF ILLNESS OR INJURY

If you stop working as a result of an Illness or injury and you expect to be off work for an extended period of time, you or your Participating Employer must notify HEBP. Your Participating Employer is required to submit written notice by way of a Notice of Absence form to HEBP within 60 days from the date your injury / Illness began.

For a recurrent claim, HEBP must receive the Notice of Absence within 30 days.

The D&R application process is quite detailed and it may take considerable time to complete all necessary documentation. Therefore, it is important that the application process start as soon as possible to avoid unnecessary delays and to ensure that any D&R Benefits for which you are eligible commence as soon as reasonably possible under the Plan.

Once HEBP receives the Notice of Absence form, HEBP confirms that you are eligible to apply for benefits by verifying that you are a member of the Plan and that premiums have been paid on your behalf.

At this point, the application process will begin.



APPLYING FOR D&R BENEFITS

The D&R application consists of three parts:

1. Member Statement;
2. Attending Physician's Statement; and
3. Employer Statement.

All three application documents together constitute Proof of Claim as described in the D&R Plan. If HEBP determines that you are eligible to apply for D&R Benefits, the Member Statement and Attending Physician Statement are mailed to you for completion. The Employer Statement is sent to your Participating Employer to complete.

The initial 119 calendar days after you become Totally Disabled are known as the Elimination Period. To make a D&R claim, all three parts of the application must be completed and submitted to HEBP within 60 days after the end of the Elimination Period (within 180 days from the Date of Disability).

Once all three parts of the completed application are submitted, HEBP will assess your claim.

You must re-apply for D&R Benefits for a recurrent claim.

Late Submission

Please note, under the terms of the Plan, a late application will be denied unless there is a satisfactory explanation as to why the application was not received within 60 days after the end of the Elimination Period (within 180 days from the Date of Disability).

If it is not possible for you to submit your application within the required 60 days after the end of the Elimination Period, you can still submit your application and supporting documents; however, you must also provide a letter explaining why your application is late.

Applying for D&R Benefits While Receiving WCB or MPI Benefits

If you have applied for Manitoba Public Insurance (MPI) or Workers' Compensation Board (WCB) benefits, it is still important that you also apply for D&R Benefits within 60 days after the end of the Elimination Period (within 180 days from the Date of Disability).

If your D&R application is approved:

- You may be eligible for premium-free Group Life, Healthcare and/or Dental coverage for the period of Total Disability

- ▶ Your HEPP pension service will automatically continue to accumulate while you are Totally Disabled if you contributed to the HEPP Pension Plan prior to your Date of Disability
- ▶ If your MPI or WCB benefits cease, you may be eligible to begin receiving a monthly D&R Benefit. In this situation, if you wait until your MPI or WCB benefits stop before applying for D&R Benefits, you could be faced with a period of time when you are without any benefits, or you may have your D&R claim denied due to late submission.

WCB or MPI benefits represent a direct offset to your D&R Benefits (the D&R Benefit amount will be reduced by any amounts you receive from MPI or WCB).

When Do D&R Benefits Start?

The initial 119 calendar days after you become Totally Disabled are known as the Elimination Period. If your D&R claim is approved, D&R Benefits will begin on the 120th day after your Date of Disability. During the 119-day Elimination Period, you may be eligible for sick pay or vacation pay from your Participating Employer, or Employment Insurance disability benefits.

Eligibility for D&R Benefits

You are eligible to commence and to continue receiving D&R Benefits if, during the 119-day Elimination Period and the subsequent 20 months you are deemed Totally Disabled by reason of a medical condition certified by a Physician, and are:

- ▶ Under the Regular Care of a Physician;
- ▶ Unable to perform the Material and Substantial Duties of your Regular Occupation; and
- ▶ Not working in any occupation for wage and profit, except as permitted while participating in a HEBP Approved Rehabilitation Program.

After the Elimination Period and the subsequent 20 months, the definition of Totally Disabled changes. At this time, your claim will be reassessed to determine if you are eligible to continue receiving D&R Benefits.

To be eligible for continued D&R Benefits after the Elimination Period and the subsequent 20 months, you must be Totally Disabled by reason of a medical condition certified by a Physician, and are:

- ▶ Under the Regular Care of a Physician; and
- ▶ Unable to perform the Material and Substantial Duties of your Regular Occupation or the duties of some other occupation for which you are reasonably suited by education, training or experience, which would provide you with earnings equal to or greater than 60% of your pre-disability earnings

or

Able to perform the Material and Substantial Duties of your Regular Occupation or the duties of some other occupation, *but* you can provide medical certification that your disability is the result of a medical condition which requires you to stop working for wage or profit; and

- ▶ Not working in any occupation for wage or profit, except as permitted while participating in a HEBP Approved Rehabilitation Program.

Pre-Existing Condition Limitation

There is a pre-existing condition clause that will be considered if you become Totally Disabled while covered under the D&R Plan for less than 12 months.

You will not be entitled to D&R Benefits if you have received care or treatment from a Physician or incurred medical expenses for the same or related medical condition that you are claiming for within the 90 days *after* or *prior* to your coverage becoming effective (your effective date of insurance).



Exclusions

You are not eligible for D&R Benefits if your disability is caused by:

- ▶ A disabling Illness for which you are not under continuing Regular Care and treatment consistent with the nature of the disability, and satisfactory to HEBP; or
- ▶ An Illness or disability caused (directly or indirectly) from participation in an insurrection or war, declared or undeclared; or
- ▶ A disability caused (directly or indirectly) by committing, attempting to commit, or provoking a criminal offence under the *Criminal Code of Canada*; or
- ▶ A disability caused by operating a motorized vehicle while impaired by drugs or with an alcohol level that exceeds the legal limit under the *Criminal Code of Canada*; or
- ▶ An intentional, self-inflicted injury or Illness; or
- ▶ A disability or Illness caused by employment with a non-participating employer, including self-employment; or
- ▶ Medical or surgical care which is not normally covered by Manitoba Health, regardless of where the medical or surgical care is provided.

Termination of Benefits

Monthly D&R Benefits stop on the day one of the following occurs:

- ▶ You no longer meet the definition of Total Disability; or
- ▶ You are employed in any occupation for wage and profit (except if participating in a HEBP Approved Rehabilitation Program); or
- ▶ You refuse to follow or do not follow care and treatment prescribed by your Physician; or
- ▶ You refuse to participate in or co-operate with an Approved Rehabilitation Program; or
- ▶ You refuse an offer of alternative employment with a Participating Employer; or
- ▶ You receive a disability pension from HEPP – Manitoba, or any other registered pension plan sponsored by your employer; or
- ▶ You fail to provide accurate information required to evaluate continued eligibility for D&R Benefits; or

- ▶ You refuse HEBP's request to be examined by an independent Physician; or
- ▶ You fail to comply with Third Party Claim requirements or breach any term of a Reimbursement Agreement; or
- ▶ You reach age 65; or
- ▶ Your death.

Benefit Calculation

If approved for D&R Benefits, you will receive 60% of your gross basic Monthly Earnings as of your Date of Disability, rounded to the next higher dollar.

Your *Basic Hourly Rate of Pay* is the rate you were paid on your last day worked.

Your *Average Bi-weekly Hours Worked* is calculated from the number of hours you worked over the immediately preceding 26 pay periods (12 months) prior to your last day worked.

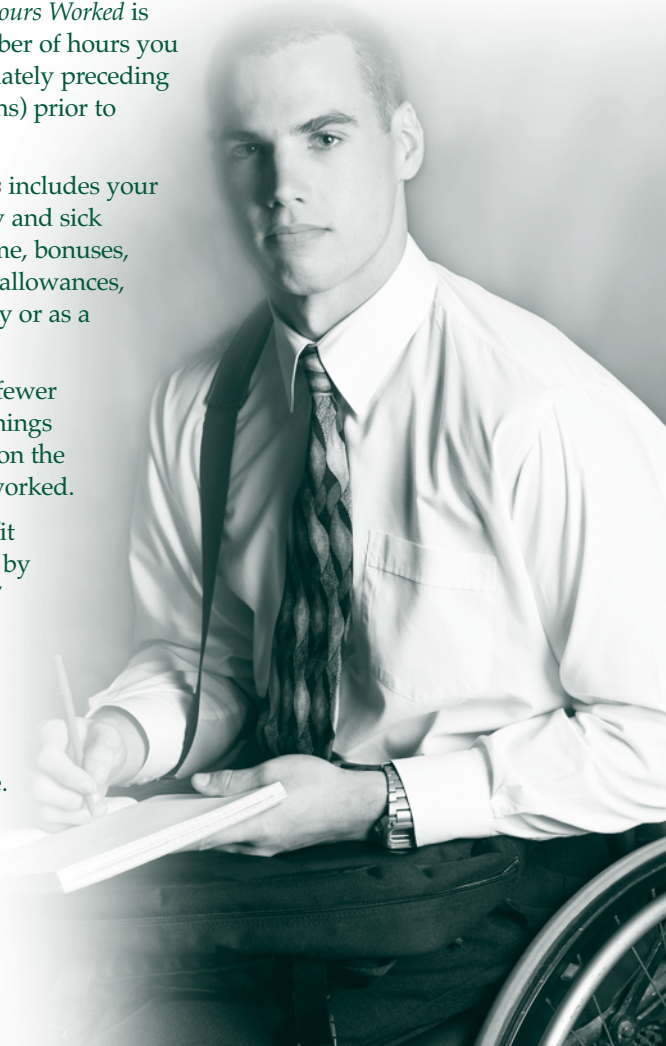
Your *Gross Basic Earnings* includes your regular pay, vacation pay and sick pay, but excludes overtime, bonuses, premiums and northern allowances, whether paid periodically or as a lump sum payment.

If you are employed for fewer than 26 pay periods, earnings will be calculated based on the period of time actually worked.

The monthly D&R Benefit amount may be reduced by Plan offsets (see "*Offsets*" section below).

The maximum benefit amount is \$10,000.00 per month.

D&R Benefits are taxable.





Offsets

You must apply for any other disability benefits you may be eligible to receive. If you are eligible to receive income from other sources, such as Canada Pension Plan Disability Benefits, Quebec Pension Plan, Workers' Compensation Board or Manitoba Public Insurance, your monthly D&R Benefit payment will be reduced by these amounts. If you fail to apply for any benefits for which you may be eligible, an offset will still be applied, whether or not the benefit is actually received.

Other offsets include:

- ▶ Earnings or payments from an employer (excluding vacation or pre-retirement leave pay); or
- ▶ Earnings made under an Approved Rehabilitation Program; or
- ▶ Disability benefits payable under a group insurance plan or registered pension plan; or
- ▶ Retirement benefits paid by HEPP or any other employer sponsored plan; or
- ▶ Disability or loss-of-time benefits paid under no-fault automobile insurance or similar law; or
- ▶ Periodic payments provided under any government plan or law or by any other government agency, including payments made under the *Employment Insurance Act*; or

- ▶ Net proceeds of a Third Party Claim; or
- ▶ HEPP unreduced monthly pension. The offset will be assumed based on eligibility, whether or not the pension is actually received.

If you are in receipt of any insurance benefits or offsets, you must notify HEBP.

EARNINGS FROM TERMINATION OF EMPLOYMENT

Any time during the D&R application and claim process you are required to notify HEBP of any earnings you receive from termination of employment. Termination earnings may include severance pay (lump sum or salary continuation) and pre-retirement leave.

REHABILITATION

The D&R Plan supports rehabilitation programs for eligible claimants. A Rehabilitation Claims Specialist or external rehabilitation provider may be assigned to assist in establishing a suitable rehabilitation goal for you. The Rehabilitation Claims Specialist or external rehabilitation provider will develop your personalized rehabilitation goal in consultation with you and your treating Physician(s). Your union and Participating Employer may also be consulted as members of the rehabilitation team. Your Rehabilitation Claims Specialist will monitor your rehabilitation program; however, your D&R claim continues to be directed by your Claims Specialist.

The HEBP rehabilitation program is mandatory for suitable candidates. Refusal to participate in an Approved Rehabilitation Program will affect your entitlement to D&R Benefits.

PRIVACY

Protecting your privacy has always been paramount among D&R Plan principles. For information on privacy initiatives, please visit the HEPP/HEBP website at www.hepp.mb.ca, or contact us. Please direct any privacy related questions, comments or requests to:

Chief Privacy Officer
Healthcare Employees' Pension and Benefits Plans - Manitoba
900-200 Graham Avenue
Winnipeg MB R3C 4L5
Phone: (204) 942-6598 ext. 288
or toll-free: 1-888-842-4233 ext. 288
Fax: 204-943-3862
E-mail: privacy@hepp.mb.ca

FREQUENTLY ASKED QUESTIONS

Eligibility/Coverage

Q: *Do I have to join the D&R Plan?*

A: If you meet the eligibility criteria as described in the eligibility section of this brochure, you must join the Plan as a condition of employment.

Q: *If my employment status changes from casual to part- or full-time, when will I be eligible to join the D&R Plan?*

A: You will be eligible as soon as you meet the requirements described in the eligibility section of this brochure.

Q: *Will I be covered for D&R Benefits if I become ill or injured before completing the three-month waiting period for D&R coverage?*

A: No, you will not be covered under the D&R Plan.

Leave of Absence

Q: *If I am on an approved LOA and receiving benefits from the Workers' Compensation Board or Manitoba Public Insurance, do I have to make prepayments to continue my D&R coverage?*

A: Yes, prepayments are required to continue coverage, as the LOA will be considered a sick leave.

Q: *Can I prepay my premiums to continue my D&R coverage after my planned LOA has started?*

A: No, prepayments must be received by HEBP before the start of your LOA. Premiums can be prepaid with post-dated cheques.

Q: *Will I be covered during a work stoppage?*

A: You will not be covered unless your union arranges, prior to the beginning of the work stoppage, to pay premiums for the group of affected Employees.

Q: *Can I prepay premiums to maintain my own coverage during a work stoppage?*

A: No, an individual member of an affected union cannot prepay premiums to maintain individual coverage. Coverage must be maintained for the union group as a whole, as described above.

Q: *Will I be covered if I am laid off?*

A: If the duration of the layoff is known before the layoff date, and is less than 12 months (24 months if you are laid off during an educational LOA), you may prepay premiums to continue your coverage.

If the duration of the layoff is not known before the layoff date, your coverage will stop on the pay end date in which your last premium deduction occurs.

Q: *If I have maintained my coverage during a LOA, layoff or work stoppage, and become Totally Disabled during this time, when will my 119-day Elimination Period begin?*

A: The first day of your Elimination Period will be the day you were scheduled to, but could not return to work due to your disability. In the event of a disability related to complications during pregnancy, please contact HEBP, as you may qualify for D&R Benefits sooner.

Q: *Should I prepay my D&R premiums beyond the 119-day Elimination Period if a decision regarding my claim has not been made?*

A: Yes. Only when a claim is approved for D&R Benefits does a member receive premium-free benefit coverage. Therefore, if D&R Benefit coverage is to be maintained, a member must prepay D&R premiums until the claim is accepted. If D&R premiums are not prepaid, HEBP has the right to deny the claim as the member's insurance coverage has lapsed for non-payment of premiums.

Q: *What if I have prepaid my D&R premiums, but return to work sooner than expected?*

A: Premiums for the period after your return to work will be refunded. Contact your Claims Specialist to arrange a refund.

D&R Benefits

Q: *Who is responsible for notifying HEBP of my return to work?*

A: It is the responsibility of both the member and the Participating Employer to notify HEBP of a return to work. It is important to do this as soon as possible to avoid an overpayment of D&R Benefits, which would then have to be refunded to HEBP.

Q: *What happens if I received D&R Benefits, returned to work, and then had to stop work again due to the same or a related disability?*

A: In this situation, you must re-apply for D&R Benefits. HEBP will assess your claim to determine if your disability is a recurrent claim. If your claim is approved, and:

- You had stopped working *within six months* of returning to work, it is considered a continuation of the first disability period and you will not have to complete a 119-day Elimination Period before your D&R Benefits start again.
- It has been *more than six months* since you returned to work, it is considered a new claim.

Q: *What if my employment is terminated before my application for D&R Benefits is completed?*

A: If your Date of Disability is before your date of termination, your application will be processed.

Q: *What happens if my union negotiates a wage increase while I'm receiving D&R Benefits?*

A: Your monthly D&R Benefits will increase if the effective date of the wage increase is before your Date of Disability. If applicable, a retroactive payment will be made.

If the effective date of the wage increase is after your Date of Disability, your monthly D&R Benefits will not be adjusted.

Q: *What can I do to avoid delays in the D&R claim process?*

A: There are a number of steps you can take to assist in avoiding delays in the D&R claim process:

- Apply early! If you believe your sick leave of absence may be two months or longer, then apply. Contact your Participating Employer or HEBP to begin the D&R application process.
- When you receive your D&R application, ensure that you complete the forms in full, and sign and date each form. Remember to include a copy of a document that proves your age (birth certificate, baptismal certificate, Canadian passport, Certificate of Canadian Citizenship) with your application.
- You do not need to wait for your Physician to complete the Attending Physician's Statement before submitting your portion of the application. Be sure to follow up with your Physician to ensure that the medical forms are completed and submitted to HEBP in a timely manner.
- Have your Physician submit copies of all clinical notes, consult reports and test results related to the medical condition for which you are claiming benefits.
- Complete the Income Tax Deduction form correctly. If you want income tax deducted from your monthly D&R Benefit amount, indicate whether you want the deduction made as a flat rate or a percentage.
- Submit a void cheque with your application. If you do not have a chequing account, ask your financial institution to provide a document confirming the bank number, transit number and account number.
- Include any additional information that establishes your eligibility for D&R Benefits.

Q: *Can my chiropractor complete the Attending Physician's Statement of my D&R Application?*

A: HEBP recognizes that your chiropractor plays an integral role in your healthcare and that your doctor and chiropractor can work collaboratively to provide for your care. A medical doctor or specialist must complete the Attending Physician's Statement. This is needed, as HEBP requires medical information that addresses the overall medical health of a member.

MORE INFORMATION

Please contact HEBP:

Call the HEPP/HEBP office at (204) 942-6591 or toll-free 1-888-842-4233

E-mail us at info@hepp.mb.ca

Fax us at (204) 975-1165

Visit our website at www.hepp.mb.ca

Visit or write to our office at

910-200 Graham Avenue, Winnipeg, Manitoba R3C 4L5

As HEBP is committed to providing you with superior customer service, if you wish to meet with a D&R staff member, please call in advance to arrange a convenient meeting time.

Please note:

- ▶ If your Date of Disability is prior to June 1, 2005, some of the D&R information presented in this brochure may not apply. Please contact the D&R Plan for additional information.
- ▶ Terms that are capitalized in this brochure are defined in the D&R Plan Text.
- ▶ Throughout this brochure, “member” refers to “Employee” as defined in the D&R Plan Text.

The information provided is intended to be general. In the event a discrepancy or misunderstanding arises, the D&R Plan Text is the final authority concerning the administration of the D&R Plan. Please retain this brochure for future reference.





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