

**I.A.T.S.E. LOCAL 667/669 GROUP BENEFIT PLAN**

Member Weekly Disability Benefit

April 1, 2019

- Eligible Members: (Under age 75) Benefit Levels 02, 03, 04 (but not to members who are voluntary upgrades from level 01)
- Members cannot voluntarily upgrade for Weekly Disability Benefits. That is, Benefit Levels are based on Producer Contributions only (earned in the previous fiscal year).
- Waiting Period: Weekly disability benefit payments will be made to a member for the period following the later of:
- The date such member is first seen by, and treated by, a licensed doctor (M.D.)
- OR
- The end of the waiting period of 14 days of disability
- The waiting period will be unpaid.
- Benefit Duration: Up to 26 weeks of continued disability
- Benefit Amount:
- |          |                |
|----------|----------------|
| Level 02 | \$700 per week |
| Level 03 | \$700 per week |
| Level 04 | \$700 per week |
- Benefit Integration: Plan payments will be made for occupational disabilities only if the member is denied Workers Compensation Benefits.
- Plan payments will be integrated with Employment Insurance (E.I.) sickness and accident benefits.
- Limitation: In order to receive payments a disabled member must have been actively at or available for work, or, have been actively looking for work with a contributing employer. In addition, the member must have:
- Worked for a contributing employer for a minimum of either 5 days in the 30 calendar days, or 10 days in the 60 calendar days immediately preceding the date of disability;
- OR
- Become disabled within 30 calendar days of the date scheduled to work for a contributing employer and provide written proof of such work commitment (from either the Producer or Production Manager) for a minimum of either 5 days in the 30 calendar days, or 10 days in the 60 calendar days immediately following the date of disability;
- OR
- A pattern of employment with contributing employers for specific calendar months, or for specific producers, during the 24 months immediately preceding the date of disability that indicates the member would be scheduled to work, if he were not disabled; in which case the member's waiting period would begin on the date the member would have been so scheduled to work.
- Taxation: Payments received under this benefit are considered taxable income to the member. Tax will be withheld from claims payments and at the end of the year a T4A will be issued to the member for the amount of benefit paid.
- Benefit Description: If a covered member is disabled for longer than the waiting period (14 days) and is seen and treated by a licensed doctor (M.D.), weekly disability benefit payments will be made for as long as the member remains disabled and continues to be under the ongoing care of a licensed doctor (M.D.) but not for longer than the Benefit Duration (26 weeks).

Disabled:	<p>Disabled means that solely because of either an illness or accidental injury, you cannot perform your job duties. The disability absence must commence while the member is covered for this benefit.</p>
Subsequent Disability:	<p>A new Waiting Period and Benefit Duration will start if you return to active full-time work or are available for active full-time work for:</p> <ul style="list-style-type: none"> <li>• a period of 2 weeks before you become Disabled again due to the same or a related cause; or</li> <li>• 1 full day before you become Disabled again due to a different or an unrelated cause.</li> </ul>
Maternity:	<p>Members insured for weekly disability coverage are eligible to apply for benefits related to pre-delivery and post-delivery complications or other medical conditions as a result of pregnancy and that prevents the Member from performing their job duties. Members who are pregnant, meet the working criteria for disability coverage, and are unable to work due to medical or safety reasons, are eligible to apply for weekly disability benefits prior to giving birth.</p> <p>Eligible Members are entitled to weekly disability benefits for the health related recovery period following a delivery. The recovery periods are as follows:</p> <ul style="list-style-type: none"> <li>• 4 weeks for natural child birth</li> <li>• 6 weeks for cesarean birth</li> </ul> <p>If on weekly disability, once the baby has been born, it is the responsibility of the plan member to contact the disability claims manager to inform them of the baby's date of birth. Disability benefits will continue as noted above. Members who worked right up to the birthdate, may apply for either the 4 or 6 week disability coverage, as noted above.</p> <p>The 14 day waiting period and all eligibility requirements will apply. The Member is responsible for providing the medical information to identify the medical and functional restrictions that support their inability to work. The Member is also responsible for contacting the disability claims manager to confirm the date of birth.</p> <p>If the Member experiences post-delivery medical complications that do not resolve within the 4 to 6 week recovery periods, they may be eligible for continued benefits. The Member will need to provide medical to support this.</p>
Third Party Liability:	<p>If you receive disability benefit payments under this plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle Canada Life to be reimbursed for any amount(s), including interest, you recover from a third party for:</p> <ul style="list-style-type: none"> <li>• loss of income</li> <li>• medical or dental expenses</li> </ul> <p>Which, together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.</p> <p>Following notification to Canada Life of payment by a third party of any judgment or settlement, further disability benefit payments under this plan will terminate until Canada Life has been reimbursed the amount set out in the Reimbursement Agreement.</p> <p>If a lump sum payment is made under judgment or settlement for loss of future income, no further disability benefits will be paid until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.</p>
Other Income:	<p>Your weekly disability benefit is reduced by other income you are entitled to receive while you are disabled. Other income includes:</p> <ul style="list-style-type: none"> <li>• benefits under a legislated automobile insurance plan where permitted by law.</li> </ul>

Limitations:

No benefit will be paid for:

- any day you do any kind of work for pay or profit
- illness or injury for which benefits are payable under the Quebec Automobile Insurance Act
- the period you are entitled to pregnancy or parental leave by statute, contract or employer agreement
- any disability covered under any Workers' Compensation Law or
- any illness or accidental injury sustained prior to becoming eligible for coverage or prior to the effective date of the plan.

No benefit will be paid for any Disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury;
- your commission of, or attempt to commit, an assault or criminal offence.

Examination:

Canada Life may require you to report for a medical examination as often as is reasonable, by a licensed doctor (M.D.) of their choice. Failure to report for a medical examination may result in termination of your benefit payments.

Extension of Benefit:

If you are disabled on the date your coverage terminates, you will be entitled to the same benefit as though your coverage had not terminated.

Claim Submissions:

If you become disabled, contact your Plan Administrator who will provide information concerning Weekly Disability benefit claims and required documentation. Satisfactory written proof of claim must be submitted within 6 months of the date you become disabled.

Other Disability Insurance:

If you have your own individual disability insurance benefit coverage, you should check with that insurance company about any impact this Plan's benefit payments may have on your individual coverage.