

Public Service Long Term Disability Income Continuance Plan Regulation

Part 1

Definitions

1 In this Regulation:

- (a) "adjudicator" means a person who is independent of the government and the employee or the employee's bargaining agent, who determines whether an employee is disabled for the purposes of this Regulation and who may also provide any additional services that are agreed to by the government and that person;
- (b) "amount of coverage" means an employee's Long Term Disability Income benefit as expressed as a percentage of bi-weekly earnings.
Sec 1(b) Amend. M.O. 8/2009 Oct-1-2009
- (c) "benefit" means money provided to an employee under the Plan;
- (d) "bi-weekly earnings" means the employee's current regular bi-weekly rate of pay;
- (e) "disability" means a medical condition that causes an employee to be unable
 - (i) to perform any combination of duties which, prior to the commencement of illness or injury, regularly took at least 60 percent of the employee's time at work to complete, or
 - (ii) to be gainfully employed;
- (f) "elimination period" means 80 consecutive normal work days or the number of hours of work for a continuing illness equivalent to 80 normal work days, starting the day an employee stops work or partially stops work because of bodily injury or illness;
- (g) "gainful employment" means employment that an employee is medically fit to perform, for which the employee has at least the minimum qualifications and that provides a salary of at least 60 percent of the employee's pre-disability salary;
- (h) "month" means a period of time between the same dates in two successive calendar months;
Sec 1(h) Amend. M.O. 8/2009 Oct-1-2009
- (i) "over-range salary" means a salary that is greater than the maximum salary of the assigned class;

- (j) "period of disability" means the period in which an employee is entitled to receive benefits from the Plan beginning after the last day of the elimination period;
 - (k) "Plan" means the Public Service Long Term Disability Income Continuance Plan;
 - (l) "Plan Administrator" means the Plan Administrator appointed by a Ministerial Order to administer the Plan;
 - (m) "pre-disability salary" means the bi-weekly earnings an employee is entitled to or subsequently becomes entitled to receive as of the last day of the elimination period;
- Sec 1(m) Amend. M.O. 8/2009 Oct-1-2009
- (n) "regular duties" means the regular duties or duties similar to the regular duties that the employee was performing immediately prior to the beginning of the elimination period;
 - (o) "service" means employment with the Crown in right of Alberta;
 - (p) "work day" means any day on which an employee is expected to be at work.

Part 1 Repealed and Replaced M.O. 2/2014 Mar-19-2014

Part 2

Application

- 2** (1) This Regulation applies to employees of the Alberta public service.

Coverage

- 3** (1) An employee in a permanent position will be covered under the Plan beginning the first day of the pay period after the employee completes three consecutive months of service without absence because of illness or disability, except for casual illness.

Sec 3(1) Amend. M.O. 2/2014 Mar-19-2014

- (2) An employee in a temporary position will be covered under the Plan beginning the first day of the pay period after the employee completes one year of continuous salaried employment by the end of the elimination period and the deputy head determines that the temporary position has or would have continued through the elimination period.

Sec 3(2) Amend. M.O. 2/2014 Mar-19-2014

- (3) An employee hired by a contract of employment may be covered as set out in the terms of the contract.
- (4) The Public Service Commissioner will designate coverage for an employee in any other type of position.
- (5) The employee's coverage under the Plan terminates on the earliest of the following:

Sec 3(5) Amend. M.O. 2/2014 Mar-19-2014

- (a) the date of the employee's 65th birthday; or
- (b) the date the employee occupies a position not eligible for coverage if the employee is not receiving benefits under the Plan at that time; or
- (c) the date the department terminates the employee's service if the employee is not receiving benefits under the Plan at that time; or
- (d) the date the employee resigns from government service.

- 4 An employee who is a member of the Bargaining Unit, while covered under the Plan, shall contribute 50% of the monthly premium costs, calculated on a bi-weekly basis for Long Term Disability benefits.

Sec 4 Amend. M.O. 8/2009 Oct-1-2009

Part 3

Eligibility for Benefits

- 5 (1) When the adjudicator determines that an employee's bodily injury or illness results in a disability, and the disability continues during the entire elimination period, the employee is eligible for benefits beginning immediately after the elimination period.
- (2) If an employee returns to work during the elimination period and then takes general illness leave for the same or a related illness within 10 consecutive work days of returning to work, the time that the employee was at work is considered to be part of the elimination period.
- (3) An employee will not be eligible for benefits payable after the elimination period for:
 - (a) a disability suffered as a result of participation in the commission of crime; or
 - (b) a disability suffered as a result of an act of war; or
 - (c) an intentionally self-inflicted injury or illness; or

- (d) any period during which the employee is not under the continuous care of a physician, or not following the treatment a physician prescribes; or
 - (e) a period of incarceration in a prison or similar institution.
- (4) Depending on the nature and severity of an employee's condition, the adjudicator may require an employee be under a specialist's care.
 - (5) If substance abuse, including alcoholism and drug addiction, contributes to an employee's disability, the employee's treatment program must include participation in a recognized substance withdrawal program.
 - (7) If an employee returns to work after an absence caused by a disability, is no longer receiving disability benefits, and is disabled as a result of the same or a related condition within six months after the date long term disability benefits payable terminate, the disability is considered continued and another elimination period is not served.
 - (8) Any authorized benefits may continue up to the maximum benefit period described in section 11 during any one period of disability, but the benefits end when the adjudicator determines that the disability has ceased.
 - (9) If the adjudicator determines that an employee is disabled from performing regular duties but is fit for gainful employment, the employee is eligible for benefits for up to three months from the date of being assessed by the adjudicator as fit, or the date of gainful employment, whichever comes first.
 - (10) If an employee is not employed within three months from the date of being found fit for gainful employment, no further benefits are payable and the employee will be released from employment with eligibility to receive severance pay equivalent to the greater of:
 - (a) 2 months' pay; or
 - (b) 1.5 weeks' pay for each full year of continuous employment to a maximum of 25 weeks' pay; or
 - (c) an amount equal to an amount payable under a separation payment for restructuring calculation, if in force.

Pre-Existing Condition

- 6 (1) Benefits will not be paid for any medically documented injury or illness for which an employee received medical services, supplies, or any medication prescribed by a physician during the 90 days immediately preceding the effective date of permanent or temporary employment. This does not apply to an employee who has been employed in a permanent or temporary position for two consecutive years and is not absent from work because of a pre-coverage injury or illness on the date the two years are completed.
- (2) If the employee has been employed in a permanent or temporary position for two consecutive years but is absent from work because of a pre-coverage injury or illness at the two-year point, the employee is eligible for coverage under the Plan on the date the employee returns to work.

Interim Payment

- 7 (1) If the adjudicator does not decide on an employee's eligibility for benefits before the end of the elimination period, the deputy head may order that the employee continue to be paid at the rate of 70 percent of the employee's normal salary for up to two months or until the date the decision is received, whichever comes first.
- (2) The employee is not entitled to receive this interim payment and benefits.
- (3) If the employee received an interim payment and is found eligible for benefits:
 - (a) that payment will be treated as a prepayment by the employer, on behalf of the Plan, of the benefits due for that period; and
 - (b) the Plan Administrator will not pay the employee further benefits for the period covered by the payments; and
 - (c) the Plan Administrator will repay the amount of the interim payment.
- (4) If the employee received an interim payment and is found not eligible for benefits, the employee must repay the payment.

Rehabilitation Program

- 8 (1) A rehabilitation program approved by the adjudicator may be established with an employee's department and the Plan Administrator for a specific time period not exceeding 24 months. The program may require that the employee:
- (a) perform the employee's regular work on a part-time basis; or
 - (b) perform other than the employee's regular work duties; or
 - (c) participate in an academic training program; or
 - (d) participate in an on-the-job training program; or
 - (e) participate in a work assessment program.
- (2) If an employee successfully completes the academic training referred to in sub-section (1)(c) and provides receipts, with the adjudicator's approval the employee may be reimbursed for out-of-pocket expenses for books, supplies, and tuition fees incurred as a result of the training, to a maximum amount equivalent to three months of benefits.
- (3) At the end of the elimination period, if an employee suffers from a disability that prevents the performance of regular duties, but the employee is able to participate in a rehabilitation program, the employee is eligible for benefits.
- (4) If an employee is receiving less employment income under a rehabilitation program than was being received prior to the disability, the bi-weekly benefit amount to which the employee is entitled will be reduced by 50 percent of the income received from that program. If the combination of reduced benefits and income equal an amount that exceeds the employee's pre-disability salary, benefits will be further reduced so that combined benefits and income do not exceed the pre-disability salary.
- Sec 8(4) Amend. M.O. 8/2009 Oct-1-2009
- (5) If an employee refuses or willfully fails to participate and cooperate in a rehabilitation program, the adjudicator may determine whether the employee is eligible to receive or continue to receive benefits.

Part 4

Amount of Benefit

- 9 (1) The benefit amount for an employee shall be 70 percent of the employee's pre-disability salary which is effective on completion of the elimination period.
- Sec 9(1) Amend M.O. 2/2014 Mar-19-2014
- (2) The bi-weekly benefit amount to which an employee is entitled shall be reduced by:
- (a) the amount of disability benefit entitlement related to the LTDI claim excluding children's benefits and cost-of-living increases, under the Canada Pension Plan, Quebec Pension Plan or a government sponsored disability plan in another country which has a reciprocal or social security agreement with Canada or the Quebec Pension Plan;
 - (b) the amount of compensation under the *Workers' Compensation Act*, excluding cost-of-living increases, compensation related to employment with a concurrent employer at the time of disability and compensation related to prior permanent impairments;
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the employer;
 - (d) vacation leave pay;
 - (e) the amount of any other remuneration received as a result of employment or self-employment, other than a rehabilitation program;
 - (f) loss of income benefits paid under an automobile insurance plan, to the extent permitted by law.
- Sec 9(2) Repealed and Replaced M.O 6/2014 Jun-30-2014
- (3) An employee must apply for Canada Pension Plan or Quebec Pension Plan disability benefits within 12 months of being placed on the Plan and provide proof of application to the Plan Administrator.
- (4) An employee who does not apply for benefits pursuant to subsection (3) after reasonable notice to do so may have the maximum Canada Pension Plan or Quebec Pension Plan disability benefit deducted pursuant to subsection (2)(a).
- (5) If any amount or benefit described in subsection (2) is received in the form of a lump sum payment instead of bi-weekly installments, the benefits under subsection (1) shall be reduced by the equivalent commuted bi-weekly installments.

Sec 9(5) Amend. M.O. 8/2009 Oct-1-2009

Sec 10 Deleted M.O. 5/2009 Aug-27-2009

Termination of Benefits

- 11** The benefits payable under the Plan terminate on the earliest of:
- (1) the date the employee is gainfully employed; or
 - (2) three months after the date the adjudicator decides that the employee is suitable for gainful employment; or
 - (3) the date determined by the adjudicator when the employee refuses or willfully fails to participate and cooperate in a rehabilitative program; or
 - (4) the date of the employee's 65th birthday; or
 - (5) the date the employee resigns from government service; or
 - (6) the date the adjudicator determines the employee is no longer disabled or the date the employee returns to the employee's regular duties, whichever comes first; or
 - (7) the date the employee's earnings received from employment, self-employment, or the rehabilitation program are the same as the employee's pre-disability salary; or
 - (8) after 24 months of entitlement or after the adjudicator determines that employee is no longer disabled, whichever comes first, where the employee is in a temporary position.

Income Maintenance

- 11.1** (1) If the adjudicator determines that an employee is disabled from performing regular duties but is fit for gainful employment, the employee, subject to sub-section (2), is eligible for income maintenance for up to 36 months from the date of being found fit for gainful employment or until the employee's 65th birthday, whichever comes first.
- (2) If an employee is gainfully employed within three months from the date of being found fit for gainful employment and has not received a severance payment, the employee will receive payments in the amount equal to the difference between the pre-disability salary and the employee's income from the gainful employment.

Out Placement Services

- 11.2** An employee, upon being found no longer disabled from regular duties after 24 months of receiving benefits or being found fit for gainful employment and who has not received outplacement services in conjunction with a rehabilitation program, will be eligible to receive outplacement services.

Part 5

Sec 12 Deleted M.O. 2/2014 Mar-19-2014

Coverage During Leave of Absence

- 13** (1) An employee will be covered under the Plan for a period not exceeding 12 consecutive months from the date the employee begins leave if the employee is:
- (a) on authorized staff development leave initiated and approved by the employer; or
 - (b) serving on assignment with the United Nations or a foreign or domestic government where disability coverage is not available.
- (2) Coverage under the Plan continues for an employee on a leave of absence without pay. However, benefits are not payable during the leave and, if applicable, premiums are not paid.

Participation in Group Plans

- 14** (1) If an employee is eligible for benefits, the employee will be covered under the following plans in which the employee is participating at the beginning of the elimination period for as long as the employee receives benefits:
- (a) Group Life Insurance Plan for Government of Alberta Employees included in the Bargaining Unit;
 - (b) Prescription Drug Plan for Government of Alberta Bargaining Unit Employees;
 - (c) Extended Medical Benefits Plan for Government of Alberta Bargaining Unit Employees;
 - (d) Dental Plan for Government of Alberta Bargaining Unit Employees;
 - (e) Health Spending Account for Government of Alberta Bargaining Unit Employees;
 - (f) Prescription Drug Plan for Managers and Non-Union Employees of the Government of Alberta;
 - (g) Group Life Insurance Plan for Managers and Non-Union Employees of the Government of Alberta;
 - (h) Extended Medical Benefits Plan for Managers and Non-Union Employees of the Government of Alberta;
 - (i) Dental Plan for Managers and Non-Union Employees of the Government of Alberta;

- (j) Health Spending Account for Managers and Non-Union Employees of the Government of Alberta.

Sec 14(1) Repealed and Replaced M.O. 2/2014 Mar-19-2014

- (2) During the period that coverage continues, the employer and the employee will continue to pay their respective shares of premium costs for each plan.

Part 6

Adjudication Review

- 15** (1) When the adjudicator has ruled that an employee is not eligible for benefits or that benefits are to cease:
- (a) the deputy head may request that the adjudicator review the claim; or
 - (b) the employee may request that the adjudicator review the claim and may, at the employee's expense, make representation to the adjudicator with the employee's representatives, only once.
- (2) (a) An employee must submit a request for a review within thirty (30) days of the claimant being notified of the decision.
- (b) New or additional medical information or other written submissions that are intended to be part of the appeal must be submitted within ninety (90) days of the claimant being notified of the decision.
- (3) On receiving a request for review, the adjudicator will review the employee's case, taking into account the representation by the employee or employee's representative and any new information, and make a decision.
- (4) On receiving the adjudicator's first level appeal decision pursuant to sub-section (3), an employee may request that the claim be reviewed a second time by an independent appeal board which will take into account the representation by the employee or the employee's representative, medical information and other written material, and make a decision.
- (5) The employee must request a review by the independent appeal board within thirty (30) days of the claimant being notified of the first level appeal decision. On receiving a request for review, the independent appeal board will review the employee's claim. The employee and the employee's representative may meet with the appeal board to make a representation only once.

Part 7, Sec 16, Deleted, M.O. 5/2009, Aug-27-2009