

# PUBLIC EMPLOYEES

DISABILITY INCOME PLAN

## Employer Administration Guide

[www.plannera.ca](http://www.plannera.ca)

Last Revised: January 2024

 **Plannera**  
PENSIONS & BENEFITS



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### Overview

The Public Employees Disability Income Plan (DIP) is designed to provide income replacement to Participating Employees who are Occupationally Disabled or Totally Disabled and where appropriate in the discretion of the Plan Administrator, to provide rehabilitation services to such employees.

The Public Employees Disability Income Plan Employer Administration Guide is designed to aid employers in managing employee claims according to the plan provisions as outlined in the Disability Income Plan Document.

### Administration

The Public Employees Disability Income Plan provides long term disability benefits to employees of Executive Government, several Crown Corporations and various Agencies, Boards and Commissions as approved by the Lieutenant Governor in Council.

The Plan is self-insured and is managed by Plannera Pension & Benefits (Plannera).

The Disability Income Plan Advisory Council is the policy-setting body of the Plan. It is comprised of an equal number of employee (union) and employer (management) representatives from the major participating employers. The Council meets on a regular basis to review the ongoing operations of the Plan.

A Regina based insurance carrier, Canada Life Assurance Company, provides administrative and claims adjudication services to the Plan under an Administrative Services Only (ASO) contract.

The Plan provides vocational rehabilitation services when appropriate to employees who are in receipt of benefits. These services are provided by third party service providers.

The descriptions and instructions on the following pages have been prepared to assist in the administration of the Public Employees Disability Income Plan.

The Employer Administration Guide is intended to provide an overview of the main provisions of the Public Employees Disability Income Plan (DIP) as of April 1, 2021. In the case of the error of discrepancy, the terms and conditions of the Plan Document, Administrative Services Only Contract service between the insurance carrier and the Government of Saskatchewan and any legislation governing the Plan and its operations will apply.

The Employer Administration Guide is for information purposes only and is not a legal interpretation of the legislation and policies governing the Plan.

The Disability Income Plan Document is the governing document of the Plan.

## Conditions of Employment

- i) The Participating Employer designates eligible categories of employees who will participate in the Disability Income Plan. A list of Participating Employers is available on the Planner website at [www.plannera.ca](http://www.plannera.ca).
- ii) All employees must join and maintain membership in the Disability Income Plan while they are actively at work in a category of employees eligible to participate in the Plan.

## Probationary Period

- i) All Participating Employees must complete a Probationary Period prior to being covered under the Plan.
- ii) Employees transferring from an in-scope position to an out-of-scope position within Executive Government will be exempt from serving the Probationary Period, as long as the equivalent period of time has been served in the in-scope position and there has been no break in service.

## Commencement of Coverage

Subject to the terms of the Plan, a Participating Employee is covered by the Plan for Occupational Disability.

Subject to the terms of the Plan, a Participating Employee is covered by the Plan for Total Disability.

Subject to receipt of premiums by the Administrator a Participating Employee is covered by the Plan:

- i) In the case of such employee Actively at Work on the Effective Date, immediately on the Effective Date.
- ii) In the case of such employee commencing Employment after the Effective Date, on the date such employee completes the Probationary Period provided such employee is Actively at Work on that date provided further that if, when their employment commences with a Participating Employer they were employed as a Participating Employee by another Participating Employer and were covered by the Disability Income Plan the Probationary Period shall be waived.
- iii) In the case of such employee who is not Actively at Work on the Effective Date, on the date on which they are first Actively at Work.
- iv) In the case of such employee who on the Effective Date or prior thereto is on an approved leave of absence without pay, on the date such employee completes the Probationary Period after return to being Actively at Work but only if such employee is Actively at Work on the completion of the Probationary Period.
- v) In the case of such employee who would be otherwise covered by the Plan but for a period of layoff or approved leave of absence which is 30 days or less, for the period of such layoff or approved leave of absence.
- vi) New Participating Employers requesting participation in the Plan will only be allowed to commence participation on the first of the month following ratification of the applicable collective bargaining agreement. Where no union is involved, the Effective Date will be the first of the month as agreed upon between the Administrator and the Participating Employers.

## Exclusions to Coverage

No coverage is provided, and no benefits will be paid under this Plan to a Participating Employee for a disability:

- i) Due to intentionally self-inflicted injuries; or
- ii) Resulting from the commission or an attempt to commit an offence by the employee of an offence under the Criminal Code of Canada; or
- iii) Due to war or any act of war (whether war is declared or not); or
- iv) Due to insurrection, rebellion, or participating in a riot or civil commotion.

## Extension of Coverage (Leave of Absence/Layoff)

- i) A Participating Employee taking an approved Leave of Absence/Layoff may continue coverage under the Disability Income Plan for a continuous 12-month period.
  - a. The level of coverage continued will be the amount in effect the day prior to the commencement of the approved Leave of Absence/Layoff.
  - b. A Benefit Plan Leave of Absence/Layoff form must be completed and forwarded to Plannera prior to the commencement of all approved Leave of Absence/Layoff periods whether or not continuation of disability coverage is elected.
- ii) In no event shall coverage be extended beyond three years from the date the approved Leave of Absence/Layoff commenced.
- iii) Participating Employees electing to continue coverage while on an approved Leave of Absence/Layoff without pay must pay both the employee and employer portion of the premiums as they fall due. Premiums for an initial leave of absence or for an extension to an existing leave of absence must be received by Plannera no later than 45 calendar days from the end of the pay period that the last premium was paid up to. Premiums submitted to Plannera must be accompanied by a completed Leave of Absence/Lay off - Group Life/Disability Income Plan Form. Premiums received by Plannera after this 45-day period will not be accepted and this shall constitute termination of coverage under the Plan.
- iv) Premiums are due monthly and may be paid by:
  - a. lump-sum deduction from last salary prior to commencing the Leave of Absence/Layoff, or
  - b. lump-sum payment by personal cheque prior to commencement of Leave of Absence/Layoff, or
  - c. monthly post-dated cheques (dated for the 1<sup>st</sup> of every month while on Leave of Absence or Layoff).

- v) Cheques must be made payable to: Public Employees Disability Income Plan.
  - a. Failure to pay premiums on a regular and timely basis shall constitute termination of coverage under the Plan.
  - b. Premiums for an initial leave of absence or for an extension to an existing leave of absence must be received by Plannera no later than 45 calendar days from the end of the pay period that the last premium was paid up to. Premiums submitted to Plannera must be accompanied by a completed Leave of Absence/Layoff - Group Life/Disability Income Plan Form.
  - c. Premiums received by Plannera after this 45-day period will not be accepted and this shall constitute termination of coverage under the Plan.

A Participating Employee who does not elect to continue coverage waives all rights to make a claim against the Plan for a disability that occurs while on an approved Leave of Absence/Layoff.

Coverage under the Disability Income Plan cannot be obtained retroactively.

### **Exclusion by Consent**

A Participating Employee may request the consent of the Administrator to be excluded from the coverage under the Plan to allow such employee to retain sufficient sick leave credits to fully protect such employee's income until normal retirement age.

- i) An employee may opt out of the Disability Income Plan where the employee has sufficient sick leave credits to carry her to a full non-reduced pension.
- ii) Opting out of the Disability Income Plan is irrevocable.
- iii) The refund of DIP premiums will only be made to the date the employee made an application to the employer to opt out of the Plan and will not cover any period prior to that date.



### Amount of Benefits

The Disability Benefit payable under this Plan shall be an amount equal to 75% of the Participating Employee's Basic Salary.

### Benefit Calculation

The following example is based on:

- pre-disability basic monthly salary of \$5,000.00
- monthly pension contribution of 5% of gross pre-disability basic monthly salary
- monthly union dues of 2% of gross disability benefit
- employee receiving Canada Pension Plan disability benefit in the amount of \$850.00 monthly from Service Canada

<b>Gross Disability Benefit</b>	<b>(75% x \$5,000.00)</b>	<b>\$3,750.00</b>
<b>Less: Pension Contributions</b>	<b>(5% x \$5,000.00)</b>	<b>\$250.00</b>
<b>Less: Union Dues</b>	<b>(2% x \$3,750.00)</b>	<b>\$75.00</b>
<b>Less: Canada Pension Plan Disability Benefit</b>		<b>\$850.00</b>
<b>Pre-tax Net Disability Benefit</b>		<b>\$2,575.00</b>

A benefit that is payable for a period which is less than a full calendar month will be pro-rated on the basis of the number of days of eligibility during the month to the number of days in the month.

### Payment of Benefits

- i) Once a claim has been adjudicated and approved, benefits are paid at the end of the month by electronic funds transfer (EFT).
- ii) A monthly benefit payment will be delayed where the insurance carrier requires a Rehabilitation Earnings Statement from a Participating Employer. See section regarding Rehabilitation and Mitigation.
- iii) Benefit payments may be temporarily suspended where the insurance carrier requires further information from the claimant or the claimant's Physician. The claimant is advised in writing whenever benefits are being suspended.

### Increase in Benefits

- i) A salary increase, retroactive to the date benefits commence or earlier, will be taken into consideration in calculating the disability benefit.
- ii) A salary increase, retroactive to a date after the claimant commenced receiving disability benefits, will not be taken into consideration in calculating the disability benefit.
- iii) Benefits payable under the Plan may be increased on October 1 of each year to a maximum of 3%. The increase will be the same percentage, subject to a maximum of 3% per annum, as the percentage increase in the Consumer Price Index for the year ending on the immediately preceding July 1. The Disability Income Plan Advisory Council determines whether or not this Cost of Living Allowance (COLA) increase will take place. To receive the COLA increase, a claimant must be eligible to receive disability benefits prior to October 1.
- iv) The COLA increase is applied to the pre-disability basic monthly salary and benefits are recalculated.

### Integration of Sick Leave/Vacation Pay

- i) Upon serving the required Qualifying Period, a claimant may elect to leave any remaining sick leave/vacation leave credits "on the books" for future use on returning to active employment.
- ii) The pay out of sick leave and vacation leave credits may otherwise be offset from the Public Employees Disability Income Plan benefit by calculating the equivalent number of days of disability benefits and carving out an equal period of time for which the claimant receives a disability benefit.  
Where the claimant is Occupationally Disabled, the carved out period (i.e. number of days) is added onto the "own occupation" period of disability thereby extending the Definition Change Date by an equivalent number of days.  
For example, if a claimant who typically works 22 days per month is paid out for 11 days of vacation, 15 days of benefits would be carved out of his disability benefits. If the Definition Change Date is June 1, it would be extended to June 16. Partial days are rounded up to the next full day.
- iii) Vacation leave earned while participating in an Approved Rehabilitation Program will not be offset.

### Employment Insurance Commission (EI) Benefits

- i) Claimants cannot receive EI benefits and Public Employees Disability Income Plan benefits at the same time.
- ii) Where a claimant does not have sufficient sick leave or vacation leave credits to last the entire Qualifying Period, he may apply for EI benefits to cover that period of time up to the date Disability Income Plan benefits commence.

## Pension Contributions

- i) Pension contributions are deducted from the monthly disability benefit and are forwarded directly by the insurance carrier to the employer on a monthly basis. The employer then remits the contributions to the respective pension plan.
- ii) The pension contribution is calculated by multiplying the claimant's gross pre-disability basic monthly salary by the applicable pension contribution rate.
- iii) Pension contributions for defined benefit pension plans cease when the claimant has attained 35 years of service.
- iv) Human Resource Departments must advise Plannera as to when pension contributions are no longer required (and if there is an increase). The insurance carrier will be advised by Plannera accordingly.

## Union Dues

- i) Union dues are deducted (where applicable) from the monthly disability benefit and forwarded directly by the insurance carrier to the respective union office on a monthly basis.
- ii) Depending upon which union a claimant has membership in, the union contribution:
  - may be a percentage of monthly gross disability benefit or a flat rate per month; and
  - may or may not cease at Definition Change Date.
  - Human Resource Departments must advise Plannera as to when union dues for employees on disability are changed.

## Income Tax

- i) Income tax is calculated and deducted from the monthly disability benefit.
- ii) Annually in March, the insurance carrier issues a T4A directly to each claimant.
- iii) The T4A will reflect actual payments made to a claimant in the taxation year taking into account any overpayments/reimbursements made during the year.
- iv) Claimants may be allowed to claim a Disability Credit as a deduction on their income tax return (Disability Tax Credit Certificate, Form T2201).
- v) The employee share of disability premiums previously paid to the Plan may also be a deduction from income for those claimants receiving benefits. Payroll Departments will be required to advise claimants of their premiums in order to take advantage of this one-time deduction.
- vi) Claimants should contact a Canada Revenue Agency Taxation office for additional information regarding these deductions.

### Canada Pension Plan (CPP) Disability Benefits

- i) Canada Pension Plan (CPP) Disability Benefits and Canada Pension Plan Post-Retirement Disability Benefits are offset from the monthly benefits payable under the Government of Saskatchewan Disability Income Plan.

Only the original CPP entitlement is deducted (COLA increases are excluded as well as all CPP benefits paid on behalf of dependents).

- ii) All claimants in receipt of Disability Income Plan benefits must apply for CPP disability benefits when requested to do so by the insurance carrier. By applying for and receiving CPP disability benefits, a claimant is technically advising Service Canada that they are still part of the work force.

The period during which a claimant receives CPP disability benefits will be used as part of their years of service credits when determining their eventual CPP retirement benefit. By receiving CPP disability benefits, a claimant will increase their CPP retirement pension allowance.

- iii) Application forms and additional information regarding disability benefits under the Canada Pension Plan are available from Service Canada.

### Workers' Compensation Board (WCB) Disability Benefits

Workers' Compensation Board (WCB) disability benefits are deducted from the monthly benefit payable under the Government of Saskatchewan Disability Income Plan. Only the original WCB entitlement is deducted (COLA increases are excluded).

- i) In the event the claimant is receiving full WCB disability benefits, the claim under the Disability Income Plan is established as a "nil" benefit.
- ii) Claimants receiving WCB disability benefits should establish a claim with the Public Employees Disability Income Plan during their 15<sup>th</sup> week of disability.

If the claim is approved, disability and group life premiums will be waived as long as the claimant continues to meet the definition of disability under the Disability Income Plan. As well, should WCB disability benefits be reduced or discontinued, the claimant may then be entitled to Disability Income Plan benefits.

### **Disability Benefits from Other Sources**

Disability benefits payable from any other Government Agency or Board (i.e., Saskatchewan Government Insurance) or disability benefits provided by any other insurance plans, are directly offset from the benefits payable under the Public Employees Disability Income Plan. This offset excludes benefits from disability policies paid for solely by the employee.

### **Benefits from Third Party Liability**

Regular payments awarded as compensation for the loss of earnings as a result of third-party liability are offset from the benefits payable under the Public Employees Disability Income Plan. For the purpose of this calculation, lump-sum payments will be actuarially pro-rated to a regular monthly benefit.

## Cessation of Disability Benefits

### Cessation of Disability Benefits

Payment of Disability Benefits will cease, and the Period of Disability shall terminate on the first date on which any of the following events occur:

- i) The Participating Employee is no longer Occupationally Disabled;
- ii) The Participating Employee is no longer Totally Disabled;
- iii) The Participating Employee commences work at a Reasonable Occupation;
- iv) The date the Participating Employee fails to furnish proof of the continuance of Occupational Disability or Total Disability, or refuses to be examined, when so required by the Administrator in accordance with the Plan;
- v) The last day of the calendar month in which the Participating Employee attains the age of 65;
- vi) The date a Participating Employee commences receiving a pension or retirement benefit from the Participating Employer;
- vii) The last day of the calendar month in which death of the Participating Employee occurs;
- viii) The date the Participating Employee refuses to participate in an Approved Rehabilitation Program;
- ix) The date the Participating Employee refuses to take, continue or follow appropriate and recommended treatment for the disability.

### Qualifying Period

- i) The first consecutive 119 calendar days in any one period of disability or the last consecutive 119 calendar days immediately prior to the expiration of the accumulated sick leave credits of a Participating Employee; or
- ii) Where the Administrator approves it, that period of time ending when a Participating Employee has used 85 non-consecutive days of accumulated sick leave credits, over a maximum period of 12 consecutive months.

The employer must provide a completed Accumulation of the Qualifying Period on a Non-Consecutive Basis Form showing the time absent relating to the disability each day. Absences must be a minimum of two or more hours in order to be recorded.

### Occupational Disability or Occupationally Disabled

The Participating Employee is unable to work at their own occupation as a result of a disability and is under the regular care and treatment of a Physician as a result thereof.

### Definition Change Date

The date when a Participating Employee has received a cumulative total of 20 months of Occupational Disability Benefits within any one period of disability and as of which the date the Participating Employee must prove eligibility for Total Disability Benefits.

### Total Disability or Total Disabled

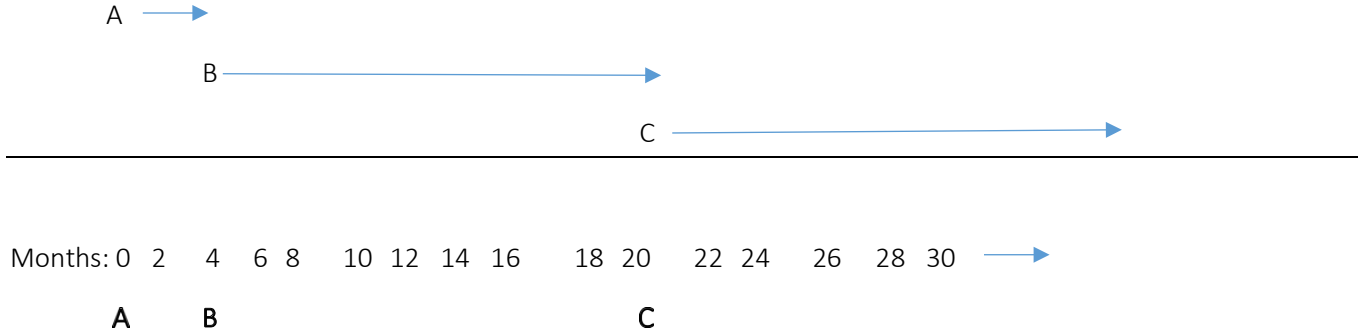
The Participating Employee is continuously unable to work at any Reasonable Occupation as a result of a disability and is under the regular care and treatment of a Physician as a result thereof.

### Reasonable Occupation

Any gainful activity for which the Participating Employee:

- i) Is or may reasonably become fitted to engage in by reason of education, training, experience; and
- ii) Is not prevented from engaging in by reason of the disability whether or not such gainful activity is actually available to the Participating Employee; and
- iii) Which may provide income of at least 70% of the Participating Employee's pre-disability gross income but excludes any activity that is part of an Approved Rehabilitation Program.





**A:** Date of Disability (Qualifying Period of 119 consecutive days/4 months)

**B:** Date benefits will commence (after serving a Qualifying Period of 119 consecutive days/4 months)

**C:** Definition Change Date (claimant must be Totally Disabled for benefits to continue past Definition Change Date).

### Subsequent Qualifying Disabilities

A disability subsequent to the disability for which a Participating Employee has made a claim or is entitled to make a claim suffered by such employee:

- i) While covered by the Plan and while receiving benefits for the immediately preceding disability; or
- ii) While covered by the Plan but who was absent from work for at least the Qualifying Period for the immediately preceding disability but did not receive benefits and which the Administrator has approved as a Subsequent Qualifying Disability.

Provided that when:

- i) Any later disability is due to causes wholly different from those of the prior disability and the Participating Employee completes at least one month of continuous service, excluding any service during an Approved Rehabilitation Program, before the commencement of the later disability; or
- ii) Any later disability is due in whole or in part to causes related to the prior disability and the Participating Employee completes at least six months of continuous service, excluding any service during an Approved Rehabilitation Program, before commencement of the later disability such later disability shall not be a Subsequent Qualifying Disability.
- iii) A Subsequent Qualifying Disability will only be considered by the Plan when the duration of absence is of at least five consecutive days/shifts missed.

### Rehabilitation and Mitigation

The Administrator may in its discretion develop and implement an Approved Rehabilitation Plan for a Participating Employee and may employ such health care professionals or other professionals as may be necessary with regard thereto.

A Participating Employee who has made an Application for Benefits under the Plan and is receiving or entitled to receive Disability Benefits has an obligation to:

- i) Cooperate with and actively participate in such Approved Rehabilitation Program as may be determined for such employee by the Administrator; and
- ii) Mitigate their loss arising from the disability.

Approved Rehabilitation Program means:

- i) A program of vocational, medical, or physical rehabilitation or a combination thereof whether formal or informal; or
- ii) A period of part-time work for the purposes of rehabilitation for a period of time commencing when the Administrator and the Physician give written approval thereto and ending when such approval is withdrawn by either the Administrator or the Physician.

Rehabilitation Earnings:

- i) Employers must complete the Rehabilitation Earnings Statement and forward it to the insurance carrier by the 5<sup>th</sup> working day of the month following the month in which rehabilitation earnings apply.
- ii) A claimant's disability payment will be delayed pending the receipt of the Rehabilitation Earnings Statement by the employer and subsequent processing by the insurance carrier.
- iii) Some employers deduct a partial pension/union contribution from the rehabilitation earnings. When this is done, the Disability Income Plan deducts the remaining portion from the claimant's benefit.
- iv) While on an approved rehabilitation program, the claimant is an "active" disability claimant and therefore is entitled to receive disability benefits while ill.

**Rehabilitation Benefit Calculation**

<b>Gross Pre-disability</b>	
Basic Monthly Salary	\$5,000.00
Less: Rehab Earnings	\$1,000.00
	\$4,000.00
<b>Adjusted earnings</b>	
	\$4,000.00
<b>Gross Disability Benefit</b>	
(75% x \$4,000.00)	\$3,000.00
Less: Pension (5% x \$4,000.00)	\$200.00
Union (2% x \$3,000.00)	\$60.00
<b>Pre-tax Net Benefit</b>	<b>\$2,740.00</b>
<b>Benefit + \$1,000.00 (Rehab Earnings from employer)</b>	<b>\$3,740.00</b>

vi) The Rehabilitation Benefit calculation is designed so that the combination of rehabilitation earnings and net disability benefit is greater than the amount payable had the Participating Employee not returned to work.

## Participating Employer Information

### Enrolling Employees

- i) All Participating Employees must complete a Disability Income Plan Enrolment Form on the first day they are employed in a category of employees eligible to participate in the Plan or on the first day they become eligible for coverage under the Plan.
- ii) The Participating Employer should ensure that the Enrolment Form is accurately completed and properly witnessed.
- iii) The Enrolment Form should be disbursed as follows:
  - a. - Original Employee's personnel file in case of a claim
  - b. - Copy Payroll for purpose of premium deduction
  - c. - Copy Employee
- iv) An Employee Booklet must be provided to the employee upon enrolling in the Plan. This can be found in the Public Employees Disability Income Plan section of the Planner Website: [www.planner.ca/benefits](http://www.planner.ca/benefits).
- v) It is possible for a Participating Employee to be enrolled in the Plan under more than one Participating Employer (i.e., Participating Employee works half-time for two different Participating Employers). In this instance, both premiums and benefits are based upon the Basic Salary earned from each Participating Employer.

### Change of Name

The employee must complete a new Disability Income Plan Enrolment Form indicating the change of name.

**Claims Process**

A claim for disability benefits consists of the following forms:

- Disability Income Plan Enrolment Form
  - Application for Long Term Disability Benefits - Employee’s Statement
  - Application for Long Term Disability Benefits - Employer’s Statement (both pages to be completed)
  - Initial Attending Physician’s Statement (note: There is a General/Other Conditions Attending Physician’s Statement and four Specialty Diagnosis Statements: Mental Health; Musculo-Skeletal; Cardiac; and Cancer)
  - Group Life Insurance Enrolment Form (Section C completed by the employer)
  - Job Description
- i) The above forms/information should be forwarded to Plannera by the claimant’s 13<sup>th</sup> week of disability.
  - ii) If the same disability or another disability occurs within one month of the claimant’s termination of benefits, medical evidence regarding the reoccurrence should be submitted as soon as possible to Plannera.
  - iii) If the same disability occurs at least one month after the termination of disability benefits, all forms must be completed as if the claim were for an initial disability.
  - iv) Where the claimant is unable to sign or is not mentally competent to complete the forms, a guardian or next of kin may provide the required information.

**Subsequent Claim Options**

Claim Termination Date	Claim Termination Date
Subsequent Applications can be made after: 5 Consecutive Days/Shifts Missed	Subsequent Application can be made after: 5 Consecutive Days/Shifts Missed
Option 1:	Option 2
Within 1 month of the claim termination date	Beyond 1 month but less than 6 months
Same disabling condition as initial claim or another disabling condition non related	Same disabling condition as initial claim
	If it is another disabling condition (not related to the initial disabling condition), then a new claim will be required serving 119/85 days non-consecutive qualification period.

**Medical Evidence**

It is the claimant’s responsibility to prove that they are disabled from their Own Occupation. The claimant is therefore responsible for the cost of obtaining and submitting medical reports to Plannera and the insurance carrier as required. It is to the claimant’s advantage to have their Physician provide as much medical evidence as possible (i.e., consultation reports) to avoid any delay in the processing of the claim.

The insurance carrier may request clarification on a claimant's disability from a Physician and/or schedule an Independent Medical Examination.

### Communication with Claimant and Employer

- i) On receipt and review of the claim, within 10 business days the Adjudicator will contact the claimant directly regarding the decision on the claim or an additional medical request will be sent.
- ii) Upon the employers' request Plannera will provide the Participating Employer with copies of routine correspondence between the Adjudicator and the claimant that does not contain specific medical information. If copies of correspondence cannot be provided, Plannera will keep the Participating Employer advised of the claim status by email.

### Appeal Process

- i) A Participating Employee who disputes the approval or denial of a claim for Disability Benefits or any aspect of such a claim may appeal in writing to the DIP Council within 60 days from the date of the decision letter from the insurance carrier.
- ii) A Participating Employee who appeals to the DIP Council shall be entitled to make such written submissions and provide such written information or argument to the DIP Council as they see fit.
- iii) The DIP Council shall consider the written appeal submitted by the Participating Employee, all existing information, including medical evidence, and consider any additional medical information submitted by the Participating Employee. When making a decision, the Council may also consider mitigating circumstances such as severe illness of an immediate family member, a likelihood that the Employee may benefit from rehabilitation assistance, or likelihood that additional medical evidence not yet available will substantiate disability. In considering the appeal, the DIP Council may accept any evidence that it considers appropriate, fix its own procedures and processes, and is not bound by the rules of law concerning evidence.
- iv) The DIP Council meets monthly, with the exception of July and August.

## Termination of Coverage

### Termination of Coverage

The coverage of Participating Employees shall cease on the first date on which any of the following events occur:

- i) The complete discontinuance of the Plan;
- ii) The Participating Employee ceases to be employed by a Participating Employer;
- iii) The Participating Employee is suspended by a Participating Employer with a recommendation for dismissal and the dismissal is upheld;
- iv) The Participating Employee ceases to be employed in a category of Employees designated to be Participating Employees;
- v) The Participating Employee is on layoff or approved leave of absence from a Participating Employer in excess of 30 days and does not elect to continue coverage while on layoff or approved leave of absence in accordance with this Plan;
- vi) A Participating Employee refuses to take, continue or follow appropriate and recommended treatment for the disability;
- vii) The Participating Employer ceases to participate in the Plan;
- viii) The last day of the month in which a Participating Employee attains the age of 64 years old and 35 weeks;
- ix) The Participating Employee fails to pay premiums to the Plan on a regular and timely basis.

## Monthly Premium

Effective April 1, 2014, the monthly premium payable to the Fund per eligible employee is 1.94% of the employee's basic monthly salary and the premium cost is shared as follows:

- i) Employee Share .97% of basic monthly salary
- ii) Employer Share .97% of basic monthly salary

At the discretion of the Participating Employer, the entire premium may be paid by the Participating Employer on behalf of its Participating Employee (s).

## Additional Premium

An additional premium will be paid by the Participating Employer on behalf of its Participating Employee(s) to fund the employer's matching share of pension plan contributions to PEPP. This additional premium varies by employer and is based on the respective employer PEPP contribution rate.

## Premiums Payable

Premiums are due and payable monthly on the regular pay dates of the Participating Employee and where applicable the Employer shall collect and remit the same to the Administrator.

## Premiums While on Approved Leave of Absence/Layoff

To continue coverage while on approved leave of absence without pay or layoff, the Participating Employee must pay both the employer and employee share of monthly premiums on a regular monthly basis. Such monthly premiums are payable in advance on the first day of each month.

Premiums for an initial leave of absence or for an extension to an existing leave of absence must be received by Plannera no later than 45 calendar days from the end of the pay period that the last premium was paid up to. Premiums submitted to Plannera must be accompanied by a completed Leave of Absence/Layoff - Group Life/Disability Income Plan Form. Premiums received by Plannera after this 45-day period will not be accepted and this shall constitute termination of coverage under the Plan.

The Participating Employer will continue to pay the applicable premium to fund the employer's matching share of pension plan contributions for those Participating Employees continuing coverage while on layoff or approved leave of absence.



### Waiver of Premium

No premium shall be payable for coverage under the Plan for a Participating Employee in respect of any period for which a monthly benefit is payable under the Plan to such Employee.

### Premium Remittances

i) Premiums are forwarded to Plannera with a completed Disability Income Plan Premium Statement by the 15<sup>th</sup> of the month following the month for which premiums are due.

ii) Premiums are payable while the claimant is serving the 119-day Qualifying Period.

Where premiums are not being remitted to Plannera by payroll deduction, it is the claimant's responsibility to ensure that the premiums payable to the Plan are being remitted.

iii) Premiums are not payable by those employees receiving benefits under the Disability Income Plan.

iv) Premiums are payable immediately upon the claimant returning to active employment.

v) Payment by a Participating Employee of regular monthly premium payments which are made as they become due will constitute proof of coverage where such employee is Actively at Work or has elected to continue coverage while on layoff or approved leave of absence, but retroactive premium payments will not constitute proof of past coverage.

vi) Premiums are not payable where a claimant has returned to work on an Approved Rehabilitation Program.

### Retroactive Salary Increases

i) The Participating Employer must advise Plannera in writing of the effective date of any retroactive salary increases.

ii) Premiums are due on all retroactive salary increases and may be paid by separate cheque or included with a subsequent month's premium remittance.

## Contact Information

**Mail:** Public Employees Disability Income Plan  
110 - 1801 Hamilton Street  
Regina, SK, S4P 4W3

**Phone:** (306) 787-3440

**Fax:** (306) 787-8822

**E-mail:** [disability.benefits@plannera.ca](mailto:disability.benefits@plannera.ca)

**Website:** [www.plannera.ca](http://www.plannera.ca)

Administered by **Plannera Pensions & Benefits**

### Forms

Forms Associated with Disability Income Plan Application can be found on the Planner website. <https://www.planner.ca/benefits/disability-income-plan/plan-forms>

1. Employee's Statement
2. Attending Physician's Statements
  - General/Other Conditions
  - Cardiac
  - Cancer
  - Musculo-Skeletal
  - Mental Health
3. Employer's Statement
4. Rehabilitation Earnings Statement
5. Accumulation of the Qualifying Period on a Non-Consecutive Basis Worksheet (85 Sick Days)
6. Enrolment Form
7. Coverage While on Leave of Absence or Layoff
8. Employee Application Checklist
9. Employer Application Checklist

### Forms

#### Actively at Work

In reference to a Participating Employee means that employee who performs all regular duties and works full regular hours or if on approved holidays or leave of absence with pay is capable of performing all regular duties and working full regular hours of the position provided that a Participating Employee who is on leave of absence without pay shall in no case be considered actively at work.

#### Adjudicator

A person or corporation which is retained by contract to administer the Plan, apply the terms thereof and provide specified services with respect thereto.

#### Administrator

Plannera Pension and Benefits (Plannera).

#### Approved Rehabilitation Program

- i) A program of vocational, medical or physical rehabilitation or a combination thereof whether formal or informal; or
- ii) A period of part-time work for the purposes of rehabilitation for a period of time commencing when the Administrator and the Physician give written approval thereto and ending when such approval is withdrawn by either the Administrator or the Physician.

#### Basic Salary

- i) Except where otherwise stated in this Plan, a Participating Employee's regular monthly salary (whether paid as commissions or paid as earned or on a deferred basis) excluding overtime pay and any other additional compensation, provided that salary shall be averaged over the 12 month period immediately preceding the date of disability or where the time worked is less than 12 months then averaged over the number of months less than 12 actually worked.
- ii) In the case of a Participating Employee on a leave of absence without pay immediately prior to qualifying for benefits, that employee's regular monthly salary that is received on that employee's last full day prior to the commencement of the leave.

#### Definition Change Date

The date when a Participating Employee has received a cumulative total of 20 months of Occupational Disability Benefits within any one period of disability and as of which the date the Participating Employee must prove eligibility for Total Disability Benefits.

**Disability Income Plan Advisory Council (DIP Council)**

The Disability Income Plan Advisory Council as constituted from time to time pursuant to the *Government Organization Act*.

**Disability**

A medically accepted disease or accidental bodily injury which prevents the Participating Employee from working.

**Disability Benefit(s)**

The monthly benefit(s) payable to a Participating Employee as calculated pursuant to the Plan and includes both Occupational Disability Benefits and Total Disability Benefits.

**Effective Date**

October 1, 1978, or such later date as a Participating Employer becomes a Participating Employer for a particular group of Employees.

**Fund**

A Fund established pursuant to *The Financial Administration Act, 1993* to provide a disability benefits program and to which contributions are made by Participating Employers and Participating Employees pursuant to the said Act and this Plan.

**Occupational Disability or Occupationally Disabled**

The Participating Employee is unable to work at his own occupation as a result of a disability and is under the regular care and treatment of a Physician as a result thereof.

**Occupational Disability Benefits**

Disability Benefits paid to a Participating Employee who has an Occupational Disability for the period of time and pursuant to the terms set forth in this Plan.

**Plannera**

Plannera Pension and Benefits as established and continued pursuant to *The Financial Administration Act, 1993*.

**Participating Employee(s)**

An Employee or category of Employees for whom a Participating Employer agrees to provide coverage under this Plan and any category of employees recommended by the DIP Council.

### Participating Employer

The Government and such of its Boards, Agencies, Independent Boards, and Crown Corporations as may elect to participate in the Plan and provide coverage there under and any Board, Agency or Corporation as recommended by the DIP Council, with reference to a particular Participating Employee. Participating Employer shall mean the Participating Employer that employs the Participating Employee.

### Period of Disability

The period commencing with the date that the Participating Employee is not Actively at Work as a result of a disability or Subsequent Qualifying Disability which continues for at least the number of days of the Qualifying Period.

### Physician

A physician, surgeon or psychologist licensed to practice under the laws of a province of Canada or of the place where the Participating Employee resides and whom the Administrator recognizes as being qualified to give an expert opinion concerning the physical or mental condition of a Participating Employee and at the discretion of the Administrator, shall be extended to include a practitioner of the healing arts, provided such practitioner performs a service which is within the scope of the practitioner's license.

### Plan

The Public Employees Disability Income Plan and the terms thereof set forth in the Plan Document as well as any policies with regard thereto or interpretations thereof made by the Administrator or DIP Council.

### Probationary Period

Three months continuous service provided that if on the day immediately preceding the date their employment commences with a Participating Employer, any Participating Employee was employed as a Participating Employee by another Participating Employer and was covered by the Plan, a probation period shall not apply to such Participating Employee.

### Qualifying Period

- i) The first consecutive 119 calendar days in any one period of disability or the last consecutive 119 calendar days immediately prior to the expiration of the accumulated sick leave credits of a Participating Employee; or
- ii) Where the Administrator approves it that period of time ending when a Participating Employee has used 85 non-consecutive days of accumulated sick leave credits.

### Reasonable Occupation

Any gainful activity for which the Participating Employee:

- i) Is or may reasonably become fitted to engage in by reason of education, training, experience; and
- ii) Is not prevented from engaging in by reason of the disability whether or not such gainful activity is actually available to the Participating Employee; and
- iii) Which may provide income of at least 70% of the Participating Employee's pre-disability gross income but excludes any activity that is part of an Approved Rehabilitation Program.

### Subsequent Qualifying Disabilities

A disability subsequent to the disability for which a Participating Employee has made a claim or is entitled to make a claim suffered by such employee:

- i) While covered by the Plan and while receiving benefits for the immediately preceding disability; or
- ii) While covered by the Plan but who was absent from work for at least the Qualifying Period for the immediately preceding disability but did not receive benefits and which the Administrator has approved as a Subsequent Qualifying Disability.

Provided that when:

- i) Any later disability is due to causes wholly different from those of the prior disability, and the Participating Employee completes at least one month of continuous service, excluding any service during an Approved Rehabilitation Program, before the commencement of the later disability; or
- ii) Any later disability is due in whole or in part to causes related to the prior disability and the Participating Employee completes at least six months of continuous service, excluding any service during an Approved Rehabilitation Program, before commencement of the later disability such later disability shall not be a Subsequent Qualifying Disability.

### Total Disability or Totally Disabled

The Participating Employee is continuously unable to work at any Reasonable Occupation as a result of a disability and is under the regular care and treatment of a Physician as a result thereof.

### Total Disability Benefits

The Disability Benefits paid to a Participating Employee who is Totally Disabled pursuant to the terms of this Plan.

Revised January 2024