



CORE LONG TERM DISABILITY PROGRAM TEXT

Effective March 1, 2003

Amended December 13, 2023

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SECTION 1. INTERPRETATION

A. DEFINITIONS

The following terms when used herein shall have the following meanings:

Accident means an unintended event which directly causes bodily injuries but does not include any form of disease, or degenerative process, an inguinal, femoral, umbilical or incisional hernia, or any infection other than an infection of a visible, external cut or wound accidentally sustained.

Actively at Work means, on the date in question, reporting for work at the usual place of employment with the Employer able to perform all of the Member's Regular Duties for the scheduled number of hours for that day and Actively Employed and Active Employment have corresponding meanings.

Administrator means the claims administrator appointed by the Trustees to administer the Core LTD Program.

All Source Maximum means 85% of a Member's gross monthly Earnings immediately prior to Disability.

Amount of Coverage means a Member's monthly Core LTD Benefit expressed as a percentage of normal salary.

Age means the age of the Member on their last birthday when stated or calculated, or on the day when an event referred to under the Core LTD Program occurs.

Core LTD Benefits means the long term disability benefits provided for by the Core LTD Program.

Compulsory Employer means those School Boards listed on Schedule A.

Continuing Medical Care means medical treatment accepted by the medical profession as an effective, appropriate and essential treatment in the diagnosis or care of a specific Illness or Injury and which is reasonable, considered as standard practice and provided or prescribed by a Physician including when the Administrator deems necessary, a specialist in the appropriate field provided at the frequency required for the specific Illness or Injury.

Core LTD Program means the long term disability benefit program adopted by the Trustees as herein set out pursuant to Subsections 4.01 and 4.03 of the Trust Agreement.

Disability means, during the Elimination Period and for twenty-four months thereafter exclusive of periods of Active Employment between successive periods of Disability which are considered one period of Disability under Section 3 (E) Recurrent Disability, the complete inability of a Member, because of Illness or Injury, to perform their Regular Duties and thereafter means the complete inability due to the same Illness or Injury to perform the duties of any remunerated function or work for which they are reasonably fitted by Training and Experience, which pays at least 60% of the Member's Pre-Disability Earnings. Disabled has a corresponding meaning.

A Member who needs a driver's licence or any other licence issued by the government or regulatory body to perform their Regular Duties shall not be considered a Member with a Disability simply because their licence has been revoked or has not been renewed for reasons other than physical or mental impairment due to Illness or Injury.

Disability Management Program means a program established or approved by the Administrator for rehabilitation of a Member with a Disability so as to enable the Member to return to suitable productive employment.

Earnings means a Member's basic rate of pay, including premiums/allowances paid for Regular Duties performed during a regular work year and vacation pay, but excluding overtime.

Elimination Period means 120 calendar days of Disability, exclusive of any month(s) the Member is not normally scheduled to work and exclusive of periods of Active Employment between successive periods of Disability which are considered one period of Disability under Section 3 (E) Recurrent Disability, that must be completed before Core LTD Benefits commence under the Core LTD Program.

Employer means each Compulsory Employer and every other School Board listed in or subsequently added to Schedule B who employs members of a Support Staff Union who are determined to be entitled to benefit coverage under the Core LTD Program pursuant to Subsection 4.02 of the Trust Agreement and every other School Board listed in or subsequently added to Schedule B who becomes a Permitted Employer pursuant to Subsection 4.04 of the Trust Agreement.

Illness means any health deterioration or bodily disorder certified by a Physician. For the purposes of the Core LTD Program, organ donations and transplants and related complications shall be considered an Illness.

Injury means bodily injuries caused by an Accident.

JEIS or Joint Early Intervention Service means the early return to work program established by the Board of Trustees pursuant to Subsection 5.02 of the Trust Agreement.

Maternity, Parental, Caregiver or Compassionate Care Leave means the period of formal maternity, parental, caregiver or compassionate care leave to which the Member is entitled under federal or provincial legislation, or a longer period, if the Employer's normal practice permits, or any other period during which a Member receives maternity, parental, caregiver or compassionate care benefits under the Employment Insurance Program.

Maximum Benefit Period shall mean in respect of a particular Disability of a Member the period of time commencing at the end of the Elimination Period and ending on the earlier of normal retirement age of the Member as defined under the Municipal Pension Plan (currently 65 years of age), or the Member having 35 years of pensionable service under the Municipal Pension Plan, or from any other registered pension plan arising out of employment with an Employer and a minimum age of 55.

Member means a Member, as defined in the Trust Agreement, who is eligible to receive Core LTD Benefits under the terms of this Core LTD Benefits Program and is working 15 hours per week or more as a regular employee for an Employer.

Net Proceeds of Third Party Claim means Proceeds of Third Party Claim less legal fees and disbursements reasonably and properly incurred by the Member in prosecuting the Third Party Claim and any amount the Member can verify to the reasonable satisfaction of the Administrator is attributable to the loss or destruction of property of the Member.

Other LTD Benefits Program means the Long Term Disability program described in Subsection 4.05 of the Trust Agreement.

Physician means a medical practitioner lawfully entitled to practise medicine in the place where they provide the medical services.

Pre-Disability Earnings means the average monthly Earnings a Member received or was entitled to receive during the 12 months immediately prior to the date of Disability.

Pre-Existing Condition means any condition or Illness (whether diagnosed or not) for which a Member was treated or attended on by a Physician, or for which drugs were prescribed, during the 12 month period immediately prior to the effective date of the Member's coverage under the Core LTD Program.

Proceeds of Third Party Claim means all sums of money paid by or on behalf of a Third Party towards the settlement of a Third Party Claim with or without any admission of liability, or in satisfaction of a judgement of a Third Party Claim rendered by a court of competent jurisdiction, including any costs included in any settlement or judgement but excluding any no fault benefits paid to the Member under Part VII of the regulations under the *Insurance (Motor Vehicle) Act*.

Proof shall mean written evidence that is sufficient to verify the circumstances of an event or to establish a fact that is pertinent to a Member's coverage or a claim for Core LTD Benefits under the Core LTD Program including the amount of a Member's Pre-Disability Earnings. The evidence must be acceptable to the Administrator and received in a format approved for such purposes by the Administrator.

Regular Duties means the duties that the Member's Employer expected the Member to perform immediately prior to the date of disability.

Rehabilitation Employment Program means a mandatory program established or approved by the Administrator for rehabilitation of a Member with a Disability so as to enable the Member to return to suitable productive employment.

Reimbursement Agreement means an agreement entered into between a Member and the Board of Trustees pursuant to Section 3(J)(8) Third Party Claims in such form as the Board of Trustees shall from time to time prescribe.

Third Party means any person, firm, partnership or body corporate whom a Member claims is legally liable in whole or in part for damages arising from events or circumstances the Member alleges caused or contributed to a Disability for which the Member has applied for or is receiving Core LTD Benefits under the Core LTD Program.

Third Party Claim means a claim of a Member against a Third Party under all heads of damages including without limitation general damages, special damages, past wage loss and future wage loss arising from events or circumstances the Member alleges caused or contributed to a Disability for which the Member has applied for or is receiving Core LTD Benefits under the Core LTD Program.

Training and Experience means all of the knowledge and skills the Member acquired while in school, from their current or former employment or during their non-working hours.

Trust Agreement means the Public Education Benefits Trust Fund Trust Agreement made the 28th day of June, 2002 between Canadian Union of Public Employees on behalf of its Local Unions referred to therein and the British Columbia Public School Employers' Association and amendments thereto.

Trustees means the persons duly appointed to the Board of Trustees at the applicable time pursuant to the provisions of the Trust Agreement.

Waiting Period means the period of continuous Active Employment by an employee which the Core LTD Program specifies must be completed before an employee is eligible to be covered for Core LTD Benefits under the Core LTD Program.

B. TRUST AGREEMENT DEFINITIONS

Terms having a prescribed meaning in the Trust Agreement when used herein shall, to the extent the context permits, have the same meaning as prescribed in the Trust Agreement.

SECTION 2. GENERAL PROVISION

A. SINGULAR AND PLURAL

Words in the singular include the plural, and words in the plural include the singular.

B. APPLICATION

This Core LTD Program applies to Members who have completed the applicable Waiting Period, if any.

C. EFFECTIVE DATE OF COVERAGE

Participation in the Core LTD Program shall be a condition of employment.

1. Participation in the Core LTD Program by Compulsory Employers shall be effective as of March 1, 2003. Participation in the Core LTD Program by Employers listed on Schedule B shall be effective as of the date indicated for each Employer on Schedule B.
2. Members who were Actively Employed on March 1, 2003 by a Compulsory Employer are entitled to coverage for Core LTD Benefits under the Core LTD Program commencing on March 1, 2003.
3. Members who were Actively Employed by an Employer listed on Schedule B are entitled to coverage for Core LTD Benefits under the Core LTD Program commencing on the effective date of that Employer's participation in the Core LTD Program.
4. Members who commence Active Employment after March 1, 2003 with a Compulsory Employer are entitled to coverage for Core LTD Benefits under the Core LTD Program after completing three consecutive months of Active Employment with that Employer.
5. Members who commence Active Employment with an Employer listed on Schedule B after the effective date of that Employer's participation in the Core LTD Program are entitled to coverage for Core LTD Benefits under the Core LTD Program after completing three consecutive months of Active Employment with that Employer.

D. FUNDING OF THE CORE LTD PROGRAM

The Core LTD Program shall be funded in the manner outlined in the Trust Agreement.

E. ELIGIBILITY FOR CORE LTD BENEFITS

1. Subject to Section 2 (E)(3), when Illness or Injury results in the Disability of a Member, the Member shall be eligible for Core LTD Benefits from the first day following the Elimination Period.
2. Core LTD Benefits during any one period of Disability shall cease upon the earlier of the cessation of the Disability as determined by the Administrator or the expiration of the Maximum Benefit Period.
3. Participation will be required in the JEIS at a level to be determined by the Administrator during the Elimination Period as a condition of the Member's entitlement to Core LTD Benefits.

4. If the Administrator determines that the Member is capable of participating in an approved Disability Management Program or a Rehabilitation Employment Program the Administrator may require participation in such a program as a condition of the Member's entitlement to Core LTD Benefits.
5. Successive periods of Disability of a Member shall be considered as occurring in the same period of Disability if the criteria set out in Section 3 (E) Recurrent Disability is met.

F. PRE-EXISTING CONDITIONS

Members who were covered under a previous long term disability plan with their Employer immediately prior to the effective date of that Employer's participation in the Core LTD Program, and who were Actively at Work on that date, shall be covered for Disabilities resulting from a Pre-Existing Condition from that date.

Members who were not covered under a long term disability plan with their Employer immediately prior to the effective date of that Employer's participation in the Core LTD Program, but were Actively at Work on that date, shall be covered for Disabilities resulting from a Pre-Existing Condition six months following the effective date of the Employer's participation in the Core LTD Program.

Members who were not Actively at Work on the effective date of the Employer's participation in the Core LTD Program shall not be covered for any Disability resulting from a Pre-Existing Condition until they have completed six months of continuous Active Employment with that Employer following the Member's return to work date.

Members hired following the effective date of an Employer's participation in the Core LTD Program shall not be covered for any Disability resulting from a Pre-Existing Condition until twelve months of continuous Active Employment with that Employer after their effective date of coverage.

G. NOTICE AND PROOF OF CLAIM

Initial written notice of a claim for Core LTD Benefits must be submitted to the Administrator within thirty (30) days of the expiry of the Elimination Period and initial written Proof, within sixty (60) days of the expiry of the Elimination Period or within such longer period of time as the Trustees may allow upon being satisfied that the Proof of claim was received as soon as was reasonable under the circumstances.

In the event of the recurrence of Disability, written notice of a claim for Core LTD Benefits must be submitted to the Administrator within thirty (30) days of the date of such recurrence and written Proof within sixty (60) days of the date of such recurrence.

Subsequent written Proof satisfactory to the Administrator of continuing Disability must be submitted to the Administrator at its request.

H. MEDICAL APPEALS

When the Administrator has ruled that a Member is not eligible for Core LTD Benefits hereunder, and the Member has exhausted their appeal options with the Administrator, the Member can appeal the decision through the Board of Trustees, who will be responsible to schedule a medical appeal.

A medical appeal shall be subject to the following provisions:

1. Any appeal is to be initiated no later than sixty (60) days following issuance of written final notice of denial of the Member's claim by the Administrator. The appeal shall be sent in writing to the Trustees who shall then advise all parties. A Member may apply to the Trustees to extend the 60

day time limit to initiate an appeal. On such application the Trustees may extend the time limit provided it is demonstrated to the satisfaction of the Trustees there is good and sufficient reason why the appeal was not initiated within 60 days, but, in no case shall an appeal be initiated beyond one year from the formal denial of the Member's claim.

2. Such appeals will be on medical grounds only.
3. The file will be reviewed by an appeal panel of three Physicians, comprised of the Member's treating Physician and two independent Physicians. The Administrator will appoint one independent Physician who is acceptable to the Member's Physician and the Member's Physician will appoint one independent Physician who is acceptable to the Administrator. The two independent Physicians must have the required expertise in the area of appeal.

The appeal panel may require the Member to submit to such further examination and testing as it considers necessary and in determining the appeal it may consider the results of such further examination and testing and such other documentation and material as the appeal panel considers relevant.

This appeal panel will provide a written opinion on whether the Member's medical condition satisfies the definition of "Disability" in Section 1 (A). At least two of the physicians have to concur for the decision to be binding.

The decision of the appeal panel shall be final and not subject to further review.

I. CONTINUATION OF COVERAGE

1. Maternity, Parental, Caregiver or Compassionate Care Leave

Coverage will be maintained for the complete period of the Maternity, Parental, Caregiver or Compassionate Care Leave. The Administrator must be informed of the scheduled date of return to work before the beginning of the leave.

2. Strike or Lock-out

Coverage for a Member who ceases to be Actively at Work due to a strike or lockout is subject to the following:

- i. If the Elimination Period starts during a strike or lockout, Core LTD Benefits will not be paid to a Member with a Disability until the end of the Elimination Period or the end of the strike or lockout, whichever is last to occur;
- ii. If the Elimination Period starts before a strike or lockout, Core LTD Benefits will be paid if the Member is Disabled at the end of the Elimination Period regardless of the strike or lockout.

3. Legal Obligation in the Event of Termination of Coverage

If federal or provincial legislation requires the Trustees to continue the coverage of a Member for Core LTD Benefits beyond the date coverage would have otherwise terminated, coverage will be continued to the end of the period required by law but not beyond the date on which this Core LTD Program terminates.

4. Secondments, Elections, Appointments or leaves for Public Office

Members who are seconded, elected, on paid leave of absence, appointed to Union positions or are elected/ appointed to a public office/duty will continue to have coverage for Core LTD Benefits during the period of their service to the Union or while doing the public office/duty.

5. Unpaid Leaves of Absence

An unpaid leave of absence of thirty one (31) days or less will not impact coverage for Core LTD Benefits.

J. COLLECTIVE AGREEMENTS

Pursuant to Section 6 of the Trust Agreement, when the type and level of benefits to be provided to Members is determined through collective bargaining, the Trustees do not have any discretion to vary the type or level of benefits to be provided from that specified in the applicable Collective Agreement(s), and the Core LTD Program Text. Employers and Members cannot change the terms of the Core LTD Program through collective bargaining.

K. TERMINATION OF CORE LTD BENEFITS

Payment of Core LTD Benefits will cease on the earliest of:

1. The date on which the Member ceases to be Disabled;
2. The date on which the Member engages in any gainful occupation other than gainful occupation approved by the Administrator for the purpose of rehabilitation;
3. The date set by the Administrator on which the Member was required to provide satisfactory Proof of Disability or to undergo a medical examination requested by the Administrator, but neglected or refused to do so;
4. The date on which the Member is outside Canada for any period exceeding:
 - i. two (2) weeks during the Elimination Period and the following twenty-four (24) months of a period of Disability; or
 - ii. two (2) months thereafter;unless written approval is given by the Administrator in advance;
5. The date of expiration of the Maximum Benefit Period;
6. The date on which the Member refuses to participate in a Disability Management Program or a Rehabilitation Employment Program considered appropriate by the Administrator;
7. The date the Member dies;
8. The date the Member retires;
9. The date the Member commences to receive retirement benefits from the Municipal Pension Plan or from any other registered pension plan arising out of employment with an Employer;

10. The date the Member fails to comply with the provisions of Section (3)(I) in respect of a Third Party Claim or breaches any term of a Reimbursement Agreement entered into by the Member and the Board of Trustees pursuant thereto;
11. The date the Member refuses to accept or follow in good faith the requirements of available Continuing Medical Care; and
12. The date the Member is no longer lawfully entitled to be in Canada for the purpose of employment for any reason including the expiration of any permit or visa or an outstanding deportation order.

L. TERMINATION OF A MEMBER'S COVERAGE

A Member, who is not receiving Core LTD Benefits under the Core LTD Program, shall cease to be entitled to coverage for Core LTD Benefits under the Core LTD Program on the earliest of the following dates:

1. One hundred twenty days prior to the last day of the month during which the Member attains the age of sixty-five (65) years;
2. The date the Member no longer meets the definition of Member;
3. The thirty-second (32nd) day of an unpaid leave of absence;
4. The date the Member temporarily occupies a position that is not eligible for coverage in accordance with the definition of Member in Section 1(A) Definitions;
5. The date of the Member's termination of service; and
6. One hundred twenty days prior to the last day of the month during which the Member attains thirty-five (35) years of pensionable service and a minimum age of fifty-five (55) pursuant to the terms of the Municipal Pension Plan or other school district pension arrangement.

M. TERMINATION OF THE CORE LTD PROGRAM

The Core LTD Program may be wound-up in accordance with the Trust Agreement.

N. REINSTATEMENT

The normal Waiting Period will be waived for the following Members:

1. A newly appointed member with prior LTD coverage in a different employee group in the same School District.
2. A Member whose decreased hours of work as a regular employee within the preceding six (6) months have made the Member ineligible for coverage.
3. A Member appointed to the bargaining unit by the Labour Relations Board who had prior LTD coverage in a different employee group within the School District.
4. A laid off Member who is recalled or rehired by the School District within six (6) calendar months of the date of lay off.

O. AMENDMENTS

The Trustees may by written instrument amend this Core LTD Program from time to time and any such amendment may take effect retroactively. This power to amend the Core LTD Program shall include without limitation the right to reduce or otherwise adversely affect Benefit entitlements of Members in receipt of Core LTD Benefits at the time of any such amendment.

P. GUIDELINES

The Trustees may make guidelines for the purpose of administration of the Core LTD Program.

Guidelines made pursuant to this subsection will come into effect upon the date determined by the Trustees and shall be binding on Employers and Members and shall be adhered to by the Administrator.

Q. CURRENCY

All dollar amounts referred to herein are in the lawful currency of Canada.

SECTION 3. CORE LTD BENEFIT PROVISIONS

It is understood within the Program Text that the regular work schedule for many Members is less than 12 months per year to align with the normal school year and operations at each Employer. Provisions outlined in this section account for these different work schedules.

A. AMOUNT OF CORE LTD BENEFIT

The monthly Core LTD Benefit for a Member covered by this Core LTD Program shall be 70% of their Pre-Disability Earnings to a maximum benefit of \$10,000 monthly. A minimum monthly Core LTD Benefit of \$50.00 shall be payable regardless of Direct Offsets or the All Source Maximum provision.

The amount of the Core LTD Benefit payable under this Core LTD Program will be based on the Member's average monthly Earnings in effect for the months the Member was scheduled to work within the previous twelve (12) months immediately prior to the commencement of Disability. If a Member was promoted, received a wage increase or was on an approved leave, including Maternity, Parental, Caregiver or Compassionate Leave, in the twelve (12) months immediately prior to commencement of Disability, the Member's coverage will be based on the new Earnings subject to verification of the Earnings by the Employer.

B. PAYMENT OF CORE LTD BENEFIT

Upon receipt of Proof satisfactory to the Administrator that:

1. A Member became Disabled while covered under this Core LTD Program and remained Disabled during the Elimination Period; and
2. The Member is under Continuing Medical Care;

the Administrator will pay Core LTD Benefits to the Member in accordance with applicable Core LTD Program provisions.

Core LTD Benefit payments are payable monthly at the end of each month following the completion of the Elimination Period.

For the first two (2) years of Core LTD Benefit payment the Core LTD Benefit amount for any Member will be paid over the number of calendar months the Member was expected to work with their Employer immediately prior to the commencement of Disability. Members will not receive Core LTD Benefits for the full calendar month(s) they were not expected to work.

Thereafter, the Core LTD Benefit amount will be prorated and paid in twelve (12) equal amounts at the end of each month.

Any payments for a period of less than one (1) month will be at the daily rate of 1/30 of the monthly Core LTD Benefit.

When a Member continues to be covered under this Core LTD Program while on Maternity, Parental, Caregiver or Compassionate Care Leave, then the Elimination Period for any Disability that begins during such leave will be deemed to commence on the date the Member is scheduled to return to Active Employment, provided the Member is then still Disabled and covered under this Core LTD Program.

C. DIRECT OFFSETS

Core LTD Benefits otherwise payable to the Member under this Core LTD Program will be reduced by:

1. Any benefits the Member is eligible to receive for the same Disability under any Workers' Compensation Act or similar legislation;
2. Any amount the Member is eligible to receive under the Canada Pension Plan or the Quebec Pension Plan at the date of Disability, including early retirement benefits but excluding:
 - i. benefits payable on behalf of their Dependents; and
 - ii. any increase in benefits due solely to cost-of-living, after benefit payments commence;
3. Subject to the provisions of the Insurance (Vehicle) Act [RSBC] c. 231 and regulations thereunder any indemnity payable for the same disability for loss of time under any government plan requiring or providing automobile insurance benefits on a no-fault basis;
4. The amount of benefits payable from any other disability income plan including employer paid sick leave and disability pension income, but excluding the Other LTD Benefits Program or other disability income offered through the Public Education Benefits Trust, a private disability insurance plan or income received in respect of a previous unrelated disability;
5. Subject to the provisions of the Insurance (Vehicle) Act [RSBC] c. 231 and regulations thereunder any Net Proceeds of Third Party Claim for the same Disability.

If any of the Direct Offsets in Section 3 (C)(1-4) are paid in a lump sum, monthly Core LTD Benefits will be reduced, retroactively or prospectively, by the equivalent monthly payment for the number of months of disability for which the lump sum is paid. Any retroactive reduction will generate an overpayment of Core LTD Benefits. The overpayment shall be recoverable by the Board of Trustees from the Member in debt and should the Board of Trustees commence legal proceedings in respect thereof, the Member shall be required to also pay all reasonable and proper legal fees incurred by the Board of Trustees in respect of such legal proceedings on a solicitor and own client or full indemnity basis.

Any Net Proceeds of Third Party Claim paid in a lump sum will be subject to the provisions of Section 3 (J)(7).

The Member must apply for the above benefits when first eligible and will be subject to the following:

1. The Administrator may reduce the monthly Core LTD Benefit payments if the Member, who is required to make the necessary application, fails or refuses to exercise their rights under the above-mentioned legislation or plans.
2. Following completion of eight months of disability the Administrator will reduce the monthly Core LTD Benefit by the estimated amount of disability pension the Member is entitled to receive from the Canada Pension Plan or the Quebec Pension Plan unless the Member submits proof that the Member has made application for this benefit.

Following completion of sixteen months of Disability the Administrator will reduce or continue to reduce the monthly Core LTD Benefit by the estimated amount of disability pension the Member is entitled to receive from the Canada Pension Plan or the Quebec Pension Plan unless the Member submits proof that they have made application for this benefit and their application is either pending or has been denied, in which case the Member must submit proof that they (the Member) have filed an appeal.

3. The Administrator may, at its discretion, estimate the amount of the government plan award pending notice of the actual award.

D. ALL SOURCE MAXIMUM

In addition to Direct Offsets, Core LTD Benefits will be further reduced by any amount by which the total monthly income of the Member from all sources exceeds the Member's All Source Maximum. The total monthly income of a Member from all sources, whether the Member receives or is eligible to receive this income, will include all of the following:

1. Core LTD Benefits under this Core LTD Program;
2. Any Earnings or payments from the Employer or other disability income from any other plan sponsored by the Public Education Benefits Trust, including the Other LTD Benefits Program, but excluding earnings or disability benefits in respect of any other regular job with the Employer which the Member was performing prior to Disability;
3. Any disability benefits under the Canada Pension Plan or the Quebec Benefit Plan, including early retirement benefits but excluding benefits payable on behalf of dependents and any increase in benefits after benefit payments commence due solely to the cost of living.
4. Any disability benefits payable for the same Disability under any Workers' Compensation Act or similar legislation or any other government plan, excluding the Employment Insurance Act.
5. Any benefits payable from a retirement or pension plan which commences after the date of the Member's Disability, but excluding any increase in benefits after benefit payments commence due solely to cost of living; and
6. Subject to the provisions of the Insurance (Vehicle) Act [RSBC] c. 231 and regulations thereunder any indemnity for loss of time payable for the same Disability under any government plan requiring or providing automobile insurance benefits on a no-fault basis.
7. Subject to the provisions of the Insurance (Vehicle) Act [RSBC] c. 231 and regulations thereunder any Net Proceeds of Third Party Claim for the same Disability.

If any of the aforesaid Section 3 (D)(1-6) are paid in a lump sum, monthly Core LTD Benefits will be reduced, retroactively or prospectively, by the equivalent monthly payment for the number of months of disability for which the lump sum is paid. Any retroactive reduction will generate an overpayment of Core LTD Benefits. The overpayment shall be recoverable by the Board of Trustees from the Member in debt and should the Board of Trustees commence legal proceedings in respect thereof, the Member shall be required to also pay all reasonable and proper legal fees incurred by the Board of Trustees in respect of such legal proceedings on a solicitor and own client or full indemnity basis.

Any Net Proceeds of Third Party Claim paid in a lump sum will be subject to the provisions of Section 3 (J)(7).

The Administrator may also reduce the monthly Core LTD Benefit payments even if the Member, who is required to make the necessary application, fails or refuses to exercise their rights under the above-mentioned legislation or plans.

The Administrator may, at its discretion, estimate the amount of payments available from any source of income the Member fails or neglects to apply for.

E. RECURRENT DISABILITY

Successive periods of Disability due to the same cause or related causes are considered to be the same period of Disability unless they are separated by at least:

1. 10 working days of Active Employment during the Elimination Period; or
2. 6 consecutive months of Active Employment immediately following a period of Disability for which Core LTD Benefits were paid under this Core LTD Program.

Successive periods of Disability due to entirely unrelated causes are considered to be the same period of Disability, unless they are separated by at least 1 day of Active Employment.

Whenever successive periods of Disability are considered to be the same period of Disability, one Elimination Period will apply.

F. DISABILITY MANAGEMENT

The Administrator may at any time require a Member with a Disability to participate in a Disability Management Program.

The Administrator will actively co-ordinate all disability management program services listed below and will also facilitate and ensure case follow-up:

1. Co-ordination of access to health care services;
2. Support program for returning to work;
3. Negotiations for a gradual return to work; and
4. Rehabilitation program, which may include evaluation, treatment, training, placement and job search services.

If a Member with a Disability, while receiving Core LTD Benefits, takes part in a Disability Management Program under the supervision of their Physician and with the approval of the Administrator:

1. The Member will still be considered Disabled while taking part in this program;
2. If, while taking part in this program, a Member becomes Disabled again, the terms and conditions of this Core LTD Benefit will re-apply to the Member as if they had been Disabled during the disability management period;
3. If, as a result of taking part in this program, the Member earns any income, the Core LTD Benefits payable by the Administrator to the Member will be reduced by 50% of the amount of income earned from any rehabilitative activity;
4. The Maximum Benefit Period during any period of Disability will continue to apply even if the Member is taking part in an approved Disability Management Program;
5. While the Member is taking part in a Disability Management Program, the Administrator will reduce their Core LTD Benefits so that their total income from all sources, if any, as listed in the All Source Maximum section of this Core LTD Program, does not exceed 100% of their gross Earnings immediately prior to the commencement of Disability.

A Member who refuses to take part in a Disability Management Program or does not participate in such program in good faith will no longer be eligible for Core LTD Benefits payable under this Core LTD Program.

G. REHABILITATIVE EMPLOYMENT

The Administrator may at any time require a Member with a Disability to participate in a Rehabilitation Employment Program.

If a Member with a Disability, while receiving Core LTD Benefits, takes up rehabilitative employment under the supervision of their Physician and with the approval of the Administrator:

1. The Member will still be considered Disabled while taking part in rehabilitative employment, subject to a maximum of twenty-four (24) months from the date of commencement of rehabilitative employment;
2. If, while taking part in rehabilitative employment, a Member becomes Disabled again, the terms and conditions of this Core LTD Benefit will re-apply to the Member as if they had been Disabled during the rehabilitation employment period;
3. If, as a result of taking part in rehabilitative employment, the Member earns any income, the Core LTD Benefits payable by the Administrator to the Member will be reduced by 50% of the amount of income earned from any rehabilitative employment;
4. The Maximum Benefit Period during any period of Disability will continue to apply even if the Member is taking part in approved rehabilitative employment;
5. While the Member is taking part in rehabilitative employment, the Administrator will reduce their Core LTD Benefits so that their total income from all sources, if any, as listed in Section 3 (D) All Source Maximum of this Core LTD Program, does not exceed 100% of their gross Earnings immediately prior to the commencement of Disability.

A Member who does not take up rehabilitative employment considered appropriate by the Administrator will no longer be eligible for Core LTD Benefits payable under this Core LTD Program.

H. EXTENDED HEALTH, DENTAL AND MRTB CONTRIBUTIONS

The Core LTD Program shall fund continued coverage under PEBT's extended health, dental and medical referral travel benefits (MRTB) for Members in receipt of Core LTD Benefits. Following the approval of a Member's Core LTD Benefits, an amount equivalent to the Member's portion of the PEBT extended health, dental and MRTB contributions will be reimbursed by the Core LTD Program to the Member's Employer on a monthly basis. Reimbursement will continue for the period starting the first of the month following completion of the Elimination Period, and ending on the earlier of the last day of the month in which the Member is no longer eligible for Core LTD Benefits or the last day of the final month of the Member's twenty-four-month Regular Duties period outlined in the definition of Disability. The foregoing is subject to the funded status of the Core LTD Program being in a surplus position, failing which this feature of the Core LTD Program may be discontinued by the Board of Trustees.

I. LIMITATIONS AND EXCLUSIONS

No Core LTD Benefits shall be payable under the Core LTD Program in any of the following circumstances:

1. Disability where the Member is not under Continuing Medical Care of a physician and following the treatment prescribed by that physician;

2. Disability due to Illness or Injury which occurred after the Member was placed on layoff status;
3. Disability during the imprisonment of the Member due to conviction of a criminal offence;
4. Disability arising from war, whether the war be declared or not, or service in the armed forces of any country, or participation in a riot, insurrection or civil commotion;
5. Disability resulting from committing, or attempting to commit a criminal offence;
6. Disability resulting from cosmetic surgery or treatment, unless such surgery or treatment is:
 - i. required as a result of an Illness or Injury or
 - ii. for gender affirmation or sex reassignment;which occurred while the Member was covered under this Core LTD Program;
7. Disability resulting from a substance misuse disorder unless, for such misuse, the Member is actively taking part in a therapeutic program supervised by a Physician on an on-going basis, is receiving Continuing Medical Care or treatment for rehabilitation and is staying in an established treatment centre qualified to provide the necessary treatment or care;
8. Disability resulting from driving a motorized vehicle while impaired by drugs, or with an alcohol level that exceeds the limit set under the Criminal Code of Canada or the applicable motor vehicle act;
9. Disabilities relating to Pre-Existing Conditions except as otherwise expressly provided for in this Core LTD Program.
10. Where the Member refuses to disclose medical information required by the Administrator or Physicians acting for the Administrator;

J. THIRD PARTY CLAIM

1. This Section 3 J shall be read subject to the provisions of the Insurance (Vehicle) Act [RSBC] c. 231 and regulations thereunder.
2. A Member who has applied for Core LTD Benefits under the Core LTD Program must notify the Administrator in writing as soon as reasonably practicable of the full particulars of any Third Party Claim.
3. The Member shall provide the Administrator progress reports on the status of the Third Party Claim from time to time upon the request of the Administrator.
4. As soon as a Member is reasonably able to do so, the Member shall provide the Administrator in writing with full particulars of the Net Proceeds of Third Party Claim supported by copies of any judgement, settlement agreement, release, correspondence including correspondence between the Member and their own solicitor, fee agreements between the Member and their own solicitor and such further and other documentation and information as the Administrator may reasonably require.
5. A Member shall upon the request of the Administrator provide the Administrator with the Member's written consent, direction and authorization as may reasonably be required to permit the Administrator to obtain copies of any documentation or information relative to a Member's Third Party Claim from the Member's own solicitor, the Insurance Corporation of British

Columbia or such other person, agency or entity as may be in possession or control of any documentation or information relevant to the Member's Third Party Claim.

6. Upon payment of a Member's Net Proceeds of Third Party Claim the Member shall forthwith pay to the Board of Trustees the lesser of the aggregate of all prior Core LTD Benefit payments in respect of the subject Disability paid to the Member under the Core LTD Program and the Net proceeds of Third Party Claim. Should the Member fail to repay this sum as and when recovered, the amount shall be recoverable by the Board of Trustees from the Member in debt and should the Board of Trustees commence legal proceedings in respect thereof, the Member shall be required to also pay all reasonable and proper legal fees incurred by the Board of Trustees in respect of such legal proceedings on a solicitor and own client or full indemnity basis. The amount the Member is required to reimburse shall be determined with reference to the dollar amount of the Net Proceeds of Third Party Claim and shall not be reduced by reason of the Member or others being partially responsible for the damages arising from the events or circumstances causing the Disability.
7. In the event that a Member's Net Proceeds of Third Party Claim exceeds the amount paid to the Board of Trustees under Section 3 (J)(6), the Member, if then still Disabled, shall not be entitled to any further Core LTD Benefit payments under the Core LTD Program unless and until a sufficient period of time thereafter has elapsed during which the Member, but for this provision, would have received Core LTD Benefit payments under the Core LTD Program (including any enhancements to the Benefit level implemented during that period) totalling in the aggregate to an amount equal to the amount by which the Member's Net Proceeds of Third Party Claim exceeded the amount paid to the Board of Trustees under Section 3 (J)(6).
8. If required by the Administrator, the Member shall enter a Reimbursement Agreement containing the Member's express agreement to observe and perform the Member's obligations under this Section 3 (J) and providing for an assignment by the Member to the Board of Trustees of the Member's Net Proceeds of Third Party Claim as security for the performance of the Member's said obligations and such other matters as the Board of Trustees may in their absolute discretion from time to time deem appropriate.

SCHEDULE A

School District	Name of School District:	Name of Union Local
5	Southeast Kootenay	CUPE Local 4165
19	Revelstoke	CUPE Local 5150 (<i>formerly CUPE Local 523</i>)
22	Vernon	CUPE Local 5523
23	Central Okanagan	CUPE Local 3523
35	Langley	CUPE Local 1851
35	Langley	CUPE Local 1260
37	Delta	CUPE Local 1091
38	Richmond	CUPE Local 716
39	Vancouver	CUPE Local 407
40	New Westminster	CUPE Local 409
41	Burnaby	CUPE Local 379
42	Maple Ridge/Pitt Meadows	CUPE Local 703
44	North Vancouver	CUPE Local 389
46	Sunshine Coast	CUPE Local 801
47	Powell River	CUPE Local 476
48	Sea-to-Sky	CUPE Local 779
50	Haida Gwaii	CUPE Local 2020
51	Boundary	CUPE Local 2098
53	Okanagan-Similkameen	CUPE Local 523
54	Bulkley Valley	CUPE Local 2145
57	Prince George	CUPE Local 3742
58	Nicola Similkameen	CUPE Local 847
61	Greater Victoria	CUPE Local 382
61	Greater Victoria	CUPE Local 947
62	Sooke	CUPE Local 459
63	Saanich	CUPE Local 441
64	Gulf Islands	CUPE Local 788
67	Okanagan Skaha	CUPE Local 523
68	Nanaimo/Ladysmith	CUPE Local 606
69	Qualicum	CUPE Local 3570
70	Pacific Rim	CUPE Local 727
71	Comox	CUPE Local 439
73	Kamloops/Thompson	CUPE Local 3500
74	Gold Trail	CUPE Local 173
75	Mission	CUPE Local 593
79	Cowichan Valley	CUPE Local 5101 (<i>formerly CUPE Local 606</i>)
82	Coast Mountains	CUPE Local 2052
83	North Okanagan-Shuswap	CUPE Local 523
84	Vancouver Island West	CUPE Local 2769
85	Vancouver Island North	CUPE Local 401 (<i>formerly CUPE Local 2045</i>)
91	Nechako	CUPE Local 4177
92	Nisga'a	CUPE Local 2298

SCHEDULE B

<i>Employer</i>	<i>Union Local No.</i>	<i>Effective Date</i>	<i>Pre-Existing Conditions Effective Date</i>
School District No. 10 (Arrow Lakes)	CUPE 2450	August 1, 2003	August 1, 2003
School District No. 20 (Kootenay Columbia)	CUPE 1285	March 1, 2003	September 1, 2003
School District No. 8 (Kootenay Lake)	CUPE 748	April 1, 2003	April 1, 2003
School District No. 87 (Stikine)	CUPE 3234	March 1, 2003	March 1, 2003
School District #06 (Rocky Mountain)	CUPE 440	November 1, 2006	November 1, 2006
School District #27 (Cariboo-Chilcotin)	IUOE 959	November 1, 2006	November 1, 2006
School District #28 (Quesnel)	CUPE Local 4990 (<i>formerly CMAW 2545</i>)	November 1, 2006	May 1, 2007
School District #33 (Chilliwack)	CUPE 411	November 1, 2006	November 1, 2006
School District #36 (Surrey)	CUPE 728	November 1, 2006	May 1, 2007
School District #39 (Vancouver)	CUPE 15	November 1, 2006	May 1, 2007
School District #39 (Vancouver)	IUOE 963	November 1, 2006	May 1, 2007
School District #43 (Coquitlam)	CUPE 561	November 1, 2006	May 1, 2007
School District #45 (West Vancouver)	West Vancouver Municipal Employees Association	November 1, 2006	November 1, 2006
School District #49 (Central Coast)	Non-Teaching Support Staff	November 1, 2006	May 1, 2007
School District #52 (Prince Rupert)	IUOE 882B	November 1, 2006	November 1, 2006
School District #57 (Prince George)	CUPE 4991 (<i>formerly CMAW 2106</i>)	November 1, 2006	November 1, 2006
School District #59 (Peace River South)	BCGEU 710	November 1, 2006	November 1, 2006
School District #59 (Peace River South)	CUPE 4992 (<i>formerly CMAW 1237</i>)	November 1, 2006	November 1, 2006
School District #59 (Peace River South)	Teamsters 31	November 1, 2006	November 1, 2006
School District #60 (Peace River North)	CUPE Local 4653 (<i>formerly UBCJA local 2397</i>)	November 1, 2006	November 1, 2006
School District #72 (Campbell River)	CUPE 723	November 1, 2006	May 1, 2007
School District #78 (Fraser-Cascade)	CMAW 2423	November 1, 2006	November 1, 2006
School District #79 (Cowichan Valley)	USW 1-1937 (<i>formerly USW 1- 80</i>)	November 1, 2006	May 1, 2007
School District #81 (Fort Nelson)	BCGEU 710	November 1, 2006	November 1, 2006
School District #93 (Conseil Scolaire Francophone)	CUPE 4227	November 1, 2006	November 1, 2006

SCHEDULE C

CORE LTD BENEFIT PROGRAM SUMMARY

For information purposes only. This summary is not to be relied upon to provide anything more than general Core LTD Benefit Program information.

Participation	Participation in the Program is a condition of employment
Waiting Period for Coverage	3 months of continuous Active Employment with the Employer
Eligibility	Members who are regular employees working 15 hours or more per week with the Employer
Schedule of Benefits	70% of monthly earnings from the Employer
Minimum Benefit	\$50 per month
Maximum Benefit	\$10,000 per month
Definition of Earnings	Basic rate of pay, including premiums/allowances paid for regular duties performed during a regular work year and vacation pay, but excluding overtime
Elimination Period	120 calendar days
Maximum Benefit Period	The period of time commencing at the end of the Elimination Period and ending on the earlier of normal retirement age of the Member as defined under the Municipal Pension Plan (currently 65 years of age), or the Member having 35 years of pensionable service under the Municipal Pension Plan, or under any other registered pension plan arising out of employment with an Employer and a minimum age of 55
Termination	Benefits will cease on the earliest of: the date the employee ceases to be disabled, the date of death, the date of retirement, or age 65

Employees are urged to consult the Core Long Term Disability Program Text which contains the full terms and conditions of the Core LTD Program and is the document that determines an individual's rights and entitlements and which shall govern in the event of any discrepancy between it and the contents of this information summary.