

THE
TEACHERS'
GUIDE
TO
DISABILITY
BENEFITS



NOVA SCOTIA TEACHERS UNION

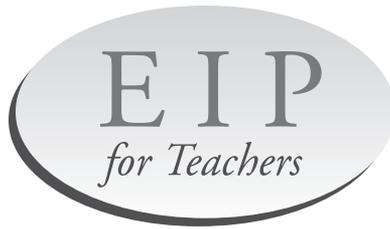


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TEACHERS' GUIDE TO DISABILITY BENEFITS

NOVA SCOTIA TEACHERS UNION

We live in a fast-paced era and are constantly expected to meet societal demands of work, family and community. There are situations in which we may not be able to maintain one or all of our responsibilities. For example, an illness or injury may prevent us from functioning effectively at work and we may be required to stop working either temporarily or permanently.

Periods of absence from work due to illness or injury can be very stressful on teachers and their families in various ways, such as the following:

- Adjustment to temporary or permanent loss of the teaching role
- Loss of sense of productivity
- Decreased self-confidence in abilities
- Loss of social contact with co-workers
- Strain on relationships with family members and friends
- Financial strain on the individual and on the family

There are ways in which the NSTU can help manage or cope with some of those stressors. There is an Early Intervention Program (EIP) available to teachers and administrators that offers support during absence from work. The Early Intervention process could include occasional telephone contact, coordination of medical or rehabilitation services, facilitation of the return to work process or early application to disability benefits, if appropriate. The EIP may be reached by telephone at the Nova Scotia Teachers Union at **(902) 477-5621**, toll-free at **1-800-565-6788** or by e-mail at **eip@nstu.ca**. For more details on the EIP, see page 5.

In the event that return to work is not possible for the immediate or distant future, there are several options to consider for income support. The purpose of this guide is to:

- Outline each of the possibilities available for income support/ disability benefits
- Describe the eligibility criteria for each option
- Provide approximate timeframes with respect to timely application of income support and/or disability benefits
- Provide phone numbers and addresses for contacting representatives for each income support option
- Provide basic information on the various disability benefit programs.

If you need help understanding any of the information in this booklet, please do not hesitate to contact the EIP staff or the Member Services Staff at the NSTU.

Section 1

EARLY INTERVENTION PROGRAM

The Early Intervention Program is a voluntary program for all NSTU members who are absent from work due to injury or illness. The program provides encouragement, support and opportunity for active participation in order to facilitate an early return to health and work or early application for disability benefits.

Participation in the program is voluntary. Teachers who are ill or injured may contact the Program directly at the NSTU if they feel that assistance is required or that they are at risk for disability. The program is offered province wide and the EIP staff will travel to the teachers' own community as necessary.

Intervention could include occasional telephone contact, assistance with coordinating healthy services and appointments (for example: physician, therapist, counselor, chiropractor) or facilitation of a return to work plan and vocational rehabilitation services.

The EIP staff are committed to ensuring confidentiality of the teachers involved in the program. Teachers' anonymity is maintained unless the teacher signs a form that authorizes release of information to identified individuals. Teachers' files will be kept in a secure location at the site of the Early Intervention Program.

If you or anyone you know has questions about the Program, please contact the Early Intervention Program at the NSTU:

Tel: (902) 477-5621

Toll free: 1-800-565-6788

Fax: (902) 477-3517

e-mail: eip@nstu.ca

Section 2

INJURED, ILL OR DISABLED?

CHECKLIST

1. Were you injured on duty?

- Yes No *(If yes, see Section 3, p. 7)*

2. You have _____ sick leave days. They will be used up on _____.

D/M/Y

*(If you do not know the answer, contact your School Board/employer's main office.)
(For more information on Sick Leave, Section 4, p. 8)*

3. Do you have the NSTU Long Term Disability insurance?

- Yes No Uncertain

(If you answered "uncertain", contact Johnson Incorporated.

If you answered "yes", see Section 6, p. 11

If you answered "no", see Sections 5 (p. 9), 7 (p. 19), and 8 (p. 24)

4. How many years of pensionable service do you have in the Teachers' Pension Plan? _____ Years

(If uncertain, contact the Nova Scotia Pension Agency)

5. Your doctor has indicated your return to work date is _____.

D / M / Y

(For support with return to work planning, you may wish to contact the EIP.)

6. Your return-to-work date is indefinite.

- Yes No

(For assistance with application to disability benefits, you may wish to contact the EIP.)

Note: Relevant phone numbers are found in Appendix B, p. 38

Section 3

INJURY ON DUTY

The Teachers' Provincial Agreement (TPA) between the Minister of Education of the Province of Nova Scotia and The Nova Scotia Teachers Union (NSTU), and the Collective Agreement between APSEA and the NSTU includes Article 26, *Leave for Injury On Duty*. Nova Scotia Community College (NSCC) members should refer to their Collective Agreements for similar information.** Article 26 applies to teachers and provides the following benefits:

- When injured in the performance of a teacher's duties, he/ she will be placed on leave with full salary until medically certified able to continue teaching. An application must be submitted to the School Board/ employer in order to receive this benefit.
- Such leave shall not exceed two (2) years from date of the injury. If a teacher is unable to resume the teaching duties, which had been assigned after a two year period, he/she will be entitled to use paid sick leave.
- The School Board/ employer may request a teacher to be examined by a medical practitioner agreeable to the teacher's physician and a physician appointed by the School Board/ employer. A member should contact Member Services Staff at NSTU.
- If a teacher returns to work within the two year period, the unused portion of this leave will be credited to the teacher to be used in case of any disability resulting from the original injury. Medical evidence may be requested for approval of the credited leave.

* *Due to the distinct differences of the NSTU Plan and the NSGEU Plan for the Leave for Injury on Duty benefit, NSTU Community College employees who were previously enrolled in the NSGEU Plan are encouraged to refer to their Collective Agreement for more details.*

** *Medical expenses incurred as a result of an Injury on Duty may be submitted to the relevant committee under the Leave for Injury on Duty Article. For further information, please call the NSTU.*

Section 4

SICK LEAVE*

Each School Board, the Community College**, and APSEA have Collective Agreements with the NSTU which contains an article on Sick Leave benefits. There are minor differences between Collective Agreements with each employer. The following is general information with regards to sick leave. Please refer to the Collective Agreement with your employer for more pertinent details. Copies can be obtained by calling the NSTU.

Generally,

- Every teacher is entitled to twenty (20) days Sick Leave per school year.
- One hundred percent (100%) of unused Sick Leave may be credited to a total of one (1) full school year or 195 days.
- Cumulative sick leave days will not begin to be used until the current year's regular sick leave has been used.

Usually sick leave must be used before you become eligible for other benefits such as Long Term Disability (LTD) and/ or Employment Insurance (EI) Sickness and Disability, and Teachers' Pension Plan (TPP) Disability Pension. A member may be eligible for Canada Pension Plan Disability while on sick leave.

* *Teachers who are absent from work due to illness or non work-related injury are encouraged to contact the School Board to find out exactly how many sick leave days are available. It is important to know exactly how much paid sick leave you have because the timing of the application for other benefits often depends on the date that your sick leave will expire.*

** *NSTU Community College employees who were enrolled in the previous NSGEU Civil Service Plan are still entitled to the benefits under the Nova Scotia Government with respect to Long Term Disability. There are considerable differences in the NSGEU Plan in comparison to the NSTU Plan and employees covered under the NSGEU Plan should consult their Collective Agreements for details and contact Human Resources with the college.*

In the event that there is a risk for an illness or non work-related injury to become chronic or long-term, there are several options for disability benefits to be explored prior to the expiration of paid sick leave. (See section 5 through 8.) Although it may not be possible to obtain disability benefits until the expiration of sick leave, it is crucial that the application process be started early to prevent a loss of income support during absence from work.

Section 5

EMPLOYMENT INSURANCE SICKNESS AND DISABILITY

Teachers contribute to Employment Insurance under the *Employment Insurance Act* and subsequently are entitled to receive benefits provided that qualifications are met. Sickness benefits apply to situations where you are sick, injured or in quarantine. The information to follow is summarized from the Teachers' Guide to Employment Insurance and from the website of Social Development Canada.

Employment Insurance legislation changes on occasion. In order to serve teachers most effectively, the EI Department asks teachers to call **1-800-206-7218** or to visit the web site at <http://www.sdc.gc.ca/en/home.shtml>.

Who is eligible?

A teacher claiming a sickness or disability benefit must have had 600 or more hours of insured employment in the last 52 weeks (or since the start of his/ her last claim) whichever is shorter. A teaching day is considered to be 8 hours for EI purposes. Thus, a teacher must have worked at least 75 teaching days or 15 weeks to qualify. A medical certificate must be provided showing how long the illness is expected to last. Sickness benefits are not payable during the non-teaching period which includes Christmas, March Break and the summer months.

Teachers who receive Sal Con/ LTD benefits are not eligible for EI Sickness and Disability benefits.

What is the Maximum Length of Collection?

The maximum number of weeks payable to teachers on a sickness and disability claim is 15 weeks. Sickness benefits can be received in addition to maternity or parental benefits, but a teacher cannot receive more than 65 weeks of maternity, parental and sickness benefits in one benefit period.

What is the Benefit Rate?

The basic benefit rate is 55% of the teachers' average weekly earnings up to a maximum of \$485.00 per week.

When should I apply?

Applications for Employment Insurance disability benefits should be made the day following expiration of sick leave benefits. All sickness benefits available from the employer must be used first i.e. paid leave for injury on duty, paid sick leave.

What do I need to apply?

- Your Social Insurance Number (SIN).
- Your Record of Employment (ROE). This is a form you obtain from your employer. It shows how long you have worked and how much you earned with that employer. If you have more than one ROE, i.e. you have worked for more than one employer in the last 52 weeks; attach all your ROEs to your application because they could affect your benefits.
- A medical statement from your physician and/ or another health service provider indicating how long your illness is expected to last.
- Personal identification such as your driver's license, birth certificate or passport if you are applying in person.
- If you want to take advantage of SDC Direct Deposit option you should take a voided personalized cheque with you to your Human Resources Development Centre.

Where do I apply?

Application forms for EI benefits are available on line from the Employment Insurance web site http://www.hrsdc.gc.ca/en/gateways/nav/top_nav/program/ei.shtml or at Social Development Canada (SDC) Centres.

When do benefits start?

There is usually a two-week waiting period before benefits are payable, however you may not have to serve a waiting period at the end of your paid leave if you are getting paid leave for sick time. If you have provided EI with all the information and documents required and you qualify for benefits, you should receive your first cheque by the end of the fourth week (28 days) after applying for benefits.

For more information regarding application and benefit payments, please call the SDC Employment Insurance Telecentre toll free at 1-800-206-7218.

Section 6

LONG TERM DISABILITY (LTD) BENEFITS

Previously, LTD benefits were often called Salary Continuation or Sal/ Con.

If you are enrolled in the NSTU LTD program and are absent from work due to illness or injury, you may be eligible for disability benefits should you become totally disabled.

The Group Insurance LTD Plan is underwritten by Manulife Financial, the insurance carrier, and administered by Johnson Incorporated, the Administrator. The Plan provides income support if illness or injury prevents you from working for a prolonged period of time. In order to receive this benefit, you must be under ongoing care of a Physician and/ or Specialist. The following information is based on the LTD section of the Insurance Profile made available to all teachers by the NSTU Insurance Trustees. In the event that clarification is needed, please refer to the Insurance Profile for details.

Are you enrolled in this program?

If you are uncertain as to whether or not you are enrolled in the LTD Program, please contact the Administrator of the NSTU Group Insurance Plan, Johnson Incorporated at **(902) 453-9502** or toll free at **1-877-490-9502**.

What is “total disability”?

- “Totally disabled” means you are wholly and continuously disabled due to illness or bodily injury and, as a result, you are not physically or mentally fit to perform the essential duties of your normal occupation during the qualifying period and the succeeding 24 months. After this time, you will still be considered totally disabled provided you are unable to perform the essential duties of your normal occupation and any other occupation:
 - a) For which you are, or may become fitted, by education, training and/ or experience.
 - b) For which the current monthly earnings are 75% or more of the current monthly earnings for your normal occupation.

The availability of such occupations, jobs or work will not be considered in assessing your disability. Confinement in a hospital or health care facility is not normally required. However, you must be under the regular care of a physician and be

prepared to attempt rehabilitative employment, or participate in a rehabilitation program considered appropriate by the Insurance Company.

When should I apply for LTD benefits?

Do not wait until your accumulated sick leave expires!! It is crucial that your LTD application be submitted early in order to avoid undue delay in processing the information. If you have been on accumulated sick leave for 20 or more consecutive days, and even if you may be expecting to return to work prior to expiry of your accumulated sick leave, please contact the Administrator, Johnson Incorporated, immediately. The first step will be to determine whether you should indeed submit a claim. The Claims Specialist at Johnson Incorporated, or the NSTU Early Intervention Program Manager will assist you in this process as needed. Ordinarily, applications should be sent 3 months in advance of the date that sick leave will expire.

How do I apply?

Application forms may be obtained from the Claims Specialist at Johnson Inc.

If a claim is to be submitted, a Claimant's Statement will be included for you to complete. An Attending Physician Statement is included for completion by your family physician, and additional Attending Physician Statements for completion by any treating Specialists. The insurer will require that you are under appropriate medical treatment for your condition, and that you are compliant with treatment recommendations. In some cases, the insurer will require that you are under the care of a Specialist prior to establishing benefit eligibility. The completed forms are sent to the Administrator, Johnson Incorporated, and then on to the underwriting company, Manulife Financial. A form will be sent to your employer to be filled out by your employer and supervisor.

Consent forms are also included in the package with the application forms. Your signature on the forms indicates your consent has been obtained to allow Manulife Financial to exchange information with professionals or organizational representatives regarding your current work and medical status.

Why are CPP Disability Benefit application forms occasionally sent by the Administrator, Johnson Incorporated?

Teachers in receipt of LTD benefits may be requested by Manulife to apply for Canada Pension Plan (CPP) disability benefits and Teachers' Pension Plan (TPP) benefits. The CPP application forms will be sent at that time.

(1) CPP Application

It is very important to submit the application for CPP Disability benefits at the earliest appropriate date for three reasons:

This benefit is not granted retroactively, and the submission date establishes the date from which benefits may be paid.

A year of receiving LTD benefits is not viewed as an “insurable” year by the Canada Pension Commission. However, a year in receipt of Canada Pension Disability benefits, is an insurable year. The total number of insurable years has an impact on the amount of your Canada Pension Retirement benefit.

Canada Pension Disability benefits are indexed. While your LTD benefit will be reduced by the amount of your CPP monthly award, the reduction will apply only to the original award. Further increases are not taken into consideration by the insurer. Therefore, you have the added benefit of a yearly increase in income.

(2) Teachers’ Pension Plan Application

Effective May, 2011 teachers who are eligible for an unreduced pension (see criteria on page 24) are not eligible for a disability pension.

(i) Teacher not Eligible for Unreduced Pension

A teacher on LTD who is requested to apply for benefits under the Teachers Pension Plan are encouraged to contact the Nova Scotia Pension Agency to request an application for a Teachers’ Pension Plan disability benefits if the teacher is not eligible for an unreduced pension.

(ii) Teacher Eligible for Unreduced Pension

A teacher on LTD who is requested to apply for benefits under the Teachers’ Pension plan and eligible for an unreduced pension are encouraged to contact the Nova Scotia Pension Agency to request an application for a service pension (regular Pension). Please note that a teacher must resign their position from the employer in order to receive a service pension. You may wish to contact the staff officer responsible for pension and insurance for assistance.

Who decides if I am eligible for LTD benefits?

The decision as to whether you are eligible for disability benefits is determined by the Insurance Company, Manulife Financial. Their decision is based on an assessment of your level of function and/ or medical impairment, in relation to the demands of your occupation. The information on which this decision is based must be 1) **Complete**, 2) **Clear**, and 3) **Valid**. You will be informed of the decision after all of the assessment information has been analyzed.

What is the elimination or qualifying period?

The elimination or qualifying period is the length of time between your initial absence from work and the earliest date your LTD benefits would commence. The elimination period for LTD benefits is 90 calendar days which translates to approximately 60 sick leave days or accumulated sick leave, whichever is greater.

If you have less than 60 days of accumulated sick leave, you should apply for Employment Insurance Sickness and Disability benefits. Application for Employment Insurance Sickness and Disability benefits (EISD) should be made the day following expiration of paid sick leave. Please refer to the EI Sickness and Disability section on page 9 for details.

If you are ineligible for Employment Insurance Sickness and Disability benefits based on the number of working hours required in the last 52 weeks, you may apply for a discretionary payment under the NSTU Group Insurance Plan. Please contact NSTU for details and assistance.

What will I receive in benefits?

Benefits are based on 70% of the actual recorded gross monthly salary earned at the time claim commences.

For employees in the Deferred Salary Leave Plan, earnings will be calculated as though the employee was not enrolled in the Deferred Salary Leave Plan. Earnings will be determined, where necessary, on the basis that monthly earnings are 1/12th of the annual earnings. Teachers making a claim for LTD while on Deferred Salary Leave should be aware that the qualifying period is still the number of unused sick leave days credited to that teacher.

How are LTD benefits affected by other income?

LTD payments will be reduced by other income you may be entitled to receive from the following sources. If eligible, a teacher will be required to apply for the following:

- a) Disability or service benefits payable under the Canada Pension Plan (CPP) excluding benefits payable to the employee on behalf of his dependents.
- b) Disability or service benefits payable under the Teachers' Pension Plan (TPP).

The LTD benefit is not directly reduced by CPP dependent benefits, however there is a maximum allowable income from "all sources". The LTD contract stipulates that the maximum total income from "all sources" can not exceed 100% of gross pre-disability earnings. If your CPP benefits include dependent benefits which, when added to other income, results in exceeding 100% of your gross pre-disability earnings, the LTD benefit will be further reduced to stay within the allowable maximum.

Refer to *Appendix A* for examples of how LTD payments may be reduced by other benefits.

Depending on the date that a teacher applies for and receives disability benefits from CPP and TPP, there may be a retroactive pension payment (There is no retroactive payment for a regular pension under the TPP while the disability pension under the TPP may have a retroactive pension payment.). See sections 7 & 8 for more information. If a retroactive payment is paid by CPP and/or TPP to reimburse the insurance company for the LTD benefits paid to the teacher since the end of the qualifying period, teachers should be aware that the full amount of the retroactive payment may be owed to the insurance carrier, Manulife Financial. Because CPP and/or TPP disability pension payments may have income tax withheld, and because the insurance company is entitled to the gross amount of the pensions, a teacher may have to reimburse Manulife Financial for the amount of tax withheld by TPP and CPP.

In order to request a reduction in the tax deducted from the TPP or CPP, application may be made to Canada Revenue Agency by calling General Inquiries @ **1-800-959-8281**. Forms for requesting reductions in tax deductions may be accessed through the Internet at <http://www.cra-arc.gc.ca/menu-e.html> and by doing a *Search for T1213* form.

In some circumstances, a teacher may receive the taxes withheld by TPP and CPP when they file their tax return. In these circumstances, it is recommended that the teacher consult a tax expert.

When will I receive payments?

At the end of the elimination period, the benefits are paid each month (on the last day of the month) until recovery or to age 65, whichever occurs first.

Is the LTD benefit taxable?

Yes, your benefits are taxable. Your premium is cost shared by your employer; therefore your benefits will be taxable.

What is a “recurrent disability”?

If you cease to be totally disabled during the qualifying period and become disabled again, due to the same cause, within 2 weeks, the qualifying period will be extended by the number of days during which you are no longer disabled.

Once you have been disabled and have received benefits under this Plan, a later disability will be defined as recurrent when it is separated from the previous one by less than 6 months of active employment. A disability will be considered recurrent if it results from an injury or sickness which is directly related to the causes of the immediately preceding disability. Once you are receiving LTD benefits, any period of disability which is classified as “recurrent” will be considered a continuation of the previous disability. The qualifying period will be waived, and benefits will begin again immediately.

What are my options for a modified or gradual return-to-work during my recovery period?

LTD benefits are designed to be paid during periods when you cannot work due to illness or injury. However, there may be a period when, although you are not fully recovered, you can work with an adjustment to either your duties or your hours. Rehabilitation services are provided by the insurer, as part of the LTD benefit plan. Such a program would be developed in cooperation with the insurer’s Rehabilitation Specialist, your physician, your employer, and your union representative. All rehabilitation programs require the approval of the insurer.

Although most income is normally used to reduce Long Term Disability benefits, in the case of Rehabilitation, for a maximum of 24 months, only half (50%) of these earnings will be used to reduce your Long Term Disability payments.

NOTE: If at any time, the income you receive from rehabilitative employment equals or exceeds 75% of the current monthly earnings for your normal occupation, your LTD benefit payments will cease.

When will my benefits cease?

Your monthly benefits will cease on the earliest of the following:

- The date you are no longer totally disabled.
- The date you reach age 65. However, if you complete the qualifying period after your 64th birthday, but prior to your 65th birthday, the monthly income payments will continue beyond age 65, until 12 monthly payments have been made.
- The date you fail to undergo, when requested by the Insurance Company, medical, psychiatric, psychological, educational and/or vocational examinations by examiners selected by the Insurance Company.
- The date you do not accept medical, psychiatric or psychological treatment or participate in a rehabilitation program or alcoholism, drug addiction or substance abuse treatment program when recommended by the Insurance Company.
- The date you are incarcerated in a prison or mental institution by authority of a criminal court.
- The date you refuse to complete and return a Reimbursement Agreement/ Direction form or comply with the terms of a signed Reimbursement Agreement/ Direction form, when requested, with respect to disability payable under a public pension plan, the Teachers' Pension Plan or Workers' Compensation.
- If you should die.

Do I still pay premiums when I apply for and/or receive LTD benefits?

Premiums are due and payable during the elimination period. However, once the elimination period is completed, premiums due while you are receiving LTD benefits will be waived.

What are the responsibilities of the insurance company?

The insurance company will be responsible for:

- Setting up initial and ongoing assessment, and management of your claim.
- Collecting information, such as medical information, required in the ongoing assessment and management of your claim.
- Initiating the services of their Rehabilitation Specialist in the event that return to work is an option.
- Maintaining open lines of communication between yourself, your physician, your employer, (where possible), your Union, and the administrator, Johnson Incorporated.

What are the responsibilities of the teacher?

The teacher will be responsible for:

- Providing initial information required for the documentation and initial assessment of your file.
- Advising the Insurance Company if you return to work, or if you are ready to return to work, either on a part-time or full-time basis, for your own employer, another employer, or yourself.
- Visiting your physician on a regular basis and following treatment recommendations in order to achieve maximum benefits from treatment.
- Setting goals for returning to work, and if appropriate, working in a cooperative manner with the Insurance Company's Rehabilitation Specialist.

- * In the event that you are involved with the NSTU Early Intervention Program, you can discuss your eligibility for LTD benefits and the LTD application process with the Early Intervention Program staff. Prior to approval of LTD benefits, assessment information and return to work planning may be completed in the Early Intervention process. You may arrange with the Early Intervention Program staff to provide necessary documentation to the Insurance Company, as long as your written informed consent to release information is provided. If your LTD claim is approved, your case may transition from the Early Intervention Program staff to the insurer's Rehabilitation Specialist.

The purpose for the release of information from the Early Intervention Program Manager to the Insurance Company would be to prevent duplication of assessment services, claimant fees for physician reports, and duplication of documentation.

Section 7

CANADA PENSION PLAN (CPP)

DISABILITY BENEFITS

Teachers may be eligible for disability benefits under the CPP. More information may be obtained on line at www.sdc.gc.ca/en/isp/pub/factsheets/eligibility.shtml or by calling Social Development Canada (SDC) at **1-800-277-9914 (English)** or **1-800-277-9915 (French)**. Canada Pension Plan offices in Nova Scotia offer service “by appointment only”.

What is a CPP disability benefit?

- A monthly payment to individuals who have made sufficient contribution to the CPP and who are disabled according to CPP legislation. These benefits are not permanent and do not fully replace an individual’s earnings. The CPP does not supplement costs for things like medical equipment or other health-related services.
- Children of a CPP disability benefit recipient may qualify for benefits if they are under 18 years of age. Those between 18 and 25 years of age may qualify, as well, provided they are in full-time attendance at an educational institution.

Who is eligible for CPP disability benefits?

Individuals who:

- Are under 65 years of age;
- Have made valid contributions to the CPP for a minimum qualifying period; and,
- Are disabled, as defined by the CPP legislation.

What is the minimum qualifying period?

The minimum qualifying period is the minimum number of years of valid earnings and contributions to the CPP. This may be calculated as follows:

- If the applicant has only four calendar years in his/ her contributory period, he or she must have contributed in all of these years; or
- If the applicant has more than four years in his or her contributory period, then contributions must have been made in four of the last six years.

These contributions must have been made on earnings which are at least 10% of the Year's Maximum Pensionable Earnings (\$5,100 for 2012).

What is the definition of disability?

A person is eligible for disability benefits “only if he or she is determined to have a severe and prolonged mental or physical disability.”

A “severe” disability is defined as one that impairs to such an extent that a person is “incapable regularly of pursuing any substantially gainful occupation.”

The term “prolonged” means that a person's severe disability is expected to continue for a significant period after the time of application, and that its duration cannot be predicted with any certainty or is likely to result in death.

These two criteria must be met simultaneously.

When should I apply?

You should apply when you believe that you have serious long-term disability that prevents you from working regularly at any job. Refer to above definition of “disability” according to CPP legislation.

You may apply for this disability pension as soon as you have stopped working, even though you are on paid sick leave from the school board.

How do I apply?

Application kits in either French or English are available from any SDC office by calling **1-800-277-9914 (for service in English)** or **1-800-277-9915 (for service in French)**. The kit includes:

- An application guide
- An application form
- A questionnaire requesting medical information, applicant's education and work history
- An Authorization to Disclose Information/ Consent for Medical Evaluation form
- A medical report form to be completed by the treating physician
- Two return envelopes (one for the application and one for the physician)
- An application for the child rearing dropout provision (for years of reduced earnings as a result of child rearing of children under seven years of age, born after December 31, 1958).

CPP also requests the following when considering an application:

- Applicant's birth or baptismal certificate
- Birth or Baptismal certificate for each child listed on the disability or child rearing drop-out provision application
- Applicant's social insurance number card
- Any other medical reports, hospital discharge summaries or information about the applicant's disability.

The application, medical report and supporting documentation should be mailed to the nearest SDC mail processing center. The address for Nova Scotia is:

*Income Security Programs
P.O. Box 1687 – Postal Station "M"
Halifax, NS B3J 3J4*

After all materials are reviewed to see if earnings and contributions criteria are met, the application will be sent for medical adjudication. The applicant may be asked to undergo a medical examination by a physician chosen by SDC. CPP administration will pay the full cost of this examination. The role of the physician is to report on findings of an individual's medical status, not to decide on an applicant's eligibility for benefits.

When will I receive my benefits?

If approval for CPP disability benefits is granted, the individual will receive a Notice of Entitlement, stating:

- The date the benefits will begin
- The amount of the monthly payments
- The amount of the first payment, including any retroactive benefits payable to him or her and
- His or her rights and responsibilities

Payments begin the fourth month after the date that SDC deems a person to be disabled and will be sent within the last three banking days of each month. If there is a delay in submitting an application, there may be opportunity for retroactive payments. However, since retroactive payments are limited to a maximum of 12 months, it is important that applications be submitted as soon as possible.

What will I receive in benefits?

The maximum pension in the year 2012 is \$1,185.50 per month (\$14,226.00 per year). The child's benefit is \$224.62 per month in the year 2012. A child may receive up to two benefits (two parents in receipt of CPP disability or deceased).

When do my benefits cease?

CPP benefits are not permanent. The SDC periodically reviews or conducts assessments to determine if individuals have regained the capacity to work. CPP disability benefits cease when:

- The person receiving benefits is no longer disabled under the terms of the CPP legislation;
- The individual reaches the age of 65, at which time the disability benefit automatically converts to a retirement pension; or
- The individual receiving benefits dies.

What if I go back to work?

You may work and earn up to \$4,800.00 in the calendar year of 2012 without a requirement to report income. Once earnings exceed \$4,800.00 in the calendar year of 2012 (this is called allowable earnings) you must report work activity. You may then begin a three-month work trial period. If the attempt to return to work is unsuccessful because of medical reasons during the work trial, benefits will continue. If the attempt to return to work fails during the five years following the benefit cancellation because of the same medical problems, clients may be able to use the fast-track re-application process which reduces the time for approval of benefits.

Individuals can do volunteer work or enroll in school or training programs without reporting to SDC, as long as they remain disabled. However, if a diploma or degree is obtained upon completion of schooling or training, SDC must be informed.

What is the vocational rehabilitation program?

The CPP vocational rehabilitation program is a voluntary program designed to assist individuals with severe and prolonged disability to return to employment. Rehabilitation service providers work with injured or disabled persons who are medically stable and motivated to be reintegrated into the workplace. Disability benefits continue during the rehabilitation period. A three-month job search period is permitted, with extension up to one year in exceptional circumstances. A three-month work trial is also provided. If the individual demonstrates that he or she has regained the capacity for employment, CPP disability benefits are cancelled.

What if I am receiving benefits from another source?

The benefits from the NSTU LTD plan are reduced by an amount equal to the CPP disability benefits and/or TPP disability or service pension payments an individual receives. This is called offsetting of benefits. SDC will directly reimburse the insurer for the LTD Plan (Manulife Financial) for the portion of the disability benefits that would have been offset had CPP disability benefits been in pay.

The different types of disability benefits paid by NSTU LTD Plan, Teachers' Pension Plan and Employment Insurance Plan can be confusing. Each plan has its own definition of disability, which makes assessment under each program distinct and the criteria different.

Decisions on eligibility for disability benefits under the EI Sickness and Disability Plan, NSTU LTD Plan and Teachers' Pension Plan are usually made more quickly than a decision made under the CPP. This often means that other disability benefits are paid before SDC makes a decision on CPP disability benefits.

Section 8

TEACHERS' PENSION PLAN: DISABILITY PENSION

The Teachers' Pension Plan (TPP) is administered by the Nova Scotia Pension Agency which operates under the direction of the Nova Scotia Teachers' Pension Partners' Board. All teachers, except retired teachers, contribute to the Plan, regardless of whether they teach for a day, a month, or a year. There are two types of disability pension, as described below.

PARTIAL DISABILITY PENSION (TPP): Who is eligible?

- A teacher who is under age sixty-five with two or more years of service and not eligible for an unreduced pension*
- A teacher must provide medical evidence to prove that he/ she can no longer teach.

What benefits would I receive?

The pension is two per cent of salary for each year of service, with the salary being the average of the five highest years, and reduced by a minimum of seventeen percent.

FULL DISABILITY PENSION (TPP): Who is eligible?

- A teacher under the age of sixty-five with two or more years of service who is not eligible to receive an unreduced pension*
- The condition must be severe, likely to be prolonged, and prevents the teacher from engaging in remunerative employment.

* A teacher is eligible to receive an unreduced pension when:

- (a) he/she has thirty-five (35) or more years of service regardless of age;
- (b) teacher's age is at least fifty-five (55) and age plus service combined total at least eighty-five (85);
- (c) he/she has two (2) or more years service and reaches age sixty-five (65).

What benefits will I receive?

The pension is two percent of salary for each year of service, with the salary being the average of the five highest years.

When do I apply for a TPP Disability Pension?

Teachers must apply for either the Partial or Full Disability Pensions within two years of the last day of paid sick leave. An application should be made three months

in advance from the date that paid sick leave expires. However, a teacher who will return to teaching should be aware that if they apply for and receive TPP disability pension, they will not be able to recapture this time as pensionable service. Teachers should only apply for TPP disability pension if told to do so by Manulife Financial and/ or Johnson Incorporated, or if you know the illness will be prolonged.

How do I apply?

You are to contact the Nova Scotia Pension Agency (NSPA) at:

1949 Upper Water Street

Halifax, Nova Scotia

B3J 3N3

Phone: (902) 424-5070

Toll Free: 1-800-774-5070

The NSPA will take your name and refer your name to the provider, Morneau Shappell. Morneau Shappell will contact the member for information and send the required application form to you.

Is the TPP disability pension integrated with the CPP disability pension?

Disability pensions may be integrated, however, LTD payments may be reduced as a result of receiving TPP disability payments. Refer to page 23 of the CPP section of this document for details. Disability benefits obtained under your teacher's plan are not reduced as a result of receiving a CPP disability pension.

When do my benefits cease?

Disability benefits under the Teachers' Pension Plan will be paid indefinitely unless the teacher is deemed to be no longer disabled or the teacher becomes deceased. (For more information contact the Pension Staff Officer at the NSTU.)

Section 9

COMMONLY ASKED QUESTIONS

Q. What happens to my job while I am on sick leave benefits?

- A. All permanent and probationary contract teachers have a contract of employment with the employer which lasts until either the teacher resigns in writing or the employer terminates the contract following the procedures under the Education Act or relevant Collective Agreements.

Generally, employers do not terminate a contract where the teacher is absent due to illness/injury. Before an employer can terminate a contract, the employer must demonstrate that it has tried to accommodate the illness/disability or that the medical evidence clearly states that the teacher will be unable to return to work anytime in the foreseeable future.

(Community College teachers should note that their Collective Agreement states that after an absence of 42 consecutive months, they are treated as though they were a redundant teacher. The Agreement sets out the rights of a teacher during different periods of absence for illness/injury.)

Once your paid sick leave expires, you become a teacher on unpaid sick leave. You are still employed even though you are not working.

Q. What information must I give to the employer?

- A. Most Collective Agreements require a teacher who is absent from work due to illness or injury to provide medical evidence that substantiates that he/she is unable to work and also information that provides an anticipated return to work date. As long as this information is provided, there is usually no need to worry about the employer initiating the process to terminate the employment contract.

Q. When must I resign from my job?

- A. Once a teacher has used all paid sick leave and/or Leave for Injury on Duty days and has other replacement incomes approved (i.e. LTD, TPP Disability

Pension, and CPP Disability Pension), a decision will have to be made as to whether to terminate employment (resign) and, if so, when to do this.

Since this is such an important decision, a teacher should discuss this matter with all treating health care professionals to determine whether there is any probable chance that a return to teaching will be possible.

While employers are generally reluctant to terminate the employment contract in the short term (one to three years), teachers cannot hold on to their positions indefinitely. When the medical evidence supports that the illness/disability is not likely to improve (hence causing eligibility for disability pensions), a decision to resign will need to be considered.

Q. If I resign from my job, will it affect my long-term benefits such as LTD, or TPP or CPP disability pensions?

- A. No. These benefits are paid because the medical evidence supports such payments. A continued employment contract is not necessary to receive such benefits. However, if you resign your position, you will not have that job to return to if you regain your health.

However if you are not eligible for Teachers' disability benefits and are applying for a service pension under the TPP, then you must resign your position.

Q. Must the employer give me the same teaching assignment when I return to work?

- A. This depends on how long you have been, or will be, absent. You should consult your Collective Agreement to see if there are any clauses that address this issue. Some Agreements do provide some protection.

Teachers who are returning from paid sick leave or Leave for Injury on Duty, usually return to the same assignment unless mutual agreement has been reached on another placement. However, when a teacher has been absent on unpaid sick leave for an extended period of time, the original assignment may no longer exist. Shifting enrollment patterns or declining enrollments may mean that the assignment would have been changed if the teacher had been teaching so a change is necessitated. For further information, consult the Chairperson of the RRC.

Q. What happens to my NSTU insurance benefits while I am on sick/injury leave?

A. As long as you are on paid leave, all benefits continue exactly as before.

If you move from paid leave to unpaid leave, you must contact Johnson Incorporated to arrange for payment of your portion of the Dental Plan (35%) and any other optional insurances that you have. However, your Total Care Medical and Provincial Master Life and AD&D Insurance continue to be paid on your behalf.

If you resign your position, you may have to pay 100% of the cost of the premium for the Provincial Master Life and AD&D, Total Care Medical and Total Care Dental. If you are in receipt of a Teachers' Pension, the Total Care Medical is paid on your behalf. You may also qualify for waiver of premium for your Provincial Master Life and AD&D as well as your Dental Plan. You should discuss this with a Johnson Incorporated representative if you are away from work on unpaid leave for a period of six (6) months or more.

Q. Which benefits do I apply for and when?

Note: Unless you were injured on duty, you always use your paid sick leave first.

- A. • If possible, apply for LTD benefits at least three months before your paid sick leave has expired.
- If you have less than sixty (60) paid sick leave days at the time you are forced to cease working, apply for EI benefits the day following the expiration of your paid sick leave. Please see section on EI Sickness and Disability benefits page 9.
 - If your doctor indicates that your illness/injury/disability is severe and likely to be prolonged, you should apply for CPP disability pension as soon as you cease working, even before paid sick leave expires.
 - **If you will not be returning to teaching, apply for your TPP disability pension at least three months in advance of the date your paid sick**

leave will expire or, at the latest, within two (2) years of the date of the expiry of your paid sick leave.

Q. What is “waiver of premium”?

- A. Most NSTU sponsored insurance plans contain a provision for “waiver of premium”. In the event that you become totally disabled for a period of time that meets the criteria set out in the specific insurance plan, you may be relieved from the burden of paying further insurance premiums. Most contracts of insurance require that you apply for this benefit within a specified time frame. If you become totally disabled for a period of six months or more, please contact Johnson Inc. to discuss eligibility for waiver of premium.

Section 10: SUMMARY CHART: PAID LEAVE AND DISABILITY BENEFIT OPTIONS

	Leave for Injury on Duty (School Board)	Sick Leave (School Board)	EI Sickness Benefits (SDC)	Long Term Disability (NSTU Group Insurance Plan)	Canada Pension Plan (CPP) Disability Benefits	Teachers' Pension Plan (TPP): Partial Disability Pension	Teachers' Pension Plan (TPP): Full Disability Pension
Eligibility Criteria	Any Teacher injured while performing approved teaching duties	Every full time teacher is eligible for 20 days sick leave (SL) per school year.	Teachers who have worked 600 or more hours of insured employment in the last 52 weeks (or since the start of the last claim), which ever is shorter.	Teachers who are enrolled in the LTD NSTU Group Insurance Plan.	Teachers who are between the ages of 18 and 65; are disabled; and have made contributions for the minimum qualifying period.	Teachers under age 65 with two or more years of service and not eligible for an unreduced pension; condition must be severe, likely to be prolonged, and prevents the teacher from engaging in paid employment.	Teachers under age 65 with two or more years of service and not eligible for an unreduced pension; evidence is required to prove they can no longer teach.
Elimination Period	Salary continues without interruption.	Salary continues without interruption.	2 week waiting period before benefits are approved.	90 calendar days from the last day worked or accumulated sick leave, whichever is greater.	Four months between the date person is deemed disabled and the date the first payment is issued.	Begins the first of the month following expiry of paid sick leave.	Begins the first of the month following expiry of paid sick leave.
When to Apply	Immediately following injury.	Not applicable School Board is notified by school administration.	The day following expiration of paid sick leave by the School Board.	Apply 3 months in advance of expiration of sick leave.	Immediately after ceasing work, provided that the disability appears to be long term or permanent. Otherwise, within 2 years of date of disability.	At least three months before paid sick leave expires if not returning to teaching or other paid employment or within two years of the last day of paid leave.	At least three months before paid sick leave expires if not returning to teaching or other paid employment or within two years of the last day of paid leave.

How to Apply	Forms at school administration office.	Not applicable.	Apply online at www.sdc.gc.ca/en/home.shtml or contact local SDCEI office or Telecenter at 1-800-206-7218 for forms and info.	Contact Claims Specialist at Johnson Inc. @ 453-9502 or 1-877-490-9502.	Call for application kit at SDC office 1-800-277-9914 (English) or 1-800-277-9915 (French).	Contact Nova Scotia Pension Agency for an application form: (902) 424-5070 or toll free 1-800-774-5070	Contact Nova Scotia Pension Agency for referral to Morneau Shappell for an application form. (902) 424-5070 or 1-800-774-5070.
Leave for Injury on Duty (IOD)	Full salary.	Full salary.	Benefit rate is 55% of teacher's weekly earnings up to a maximum of \$485.00 per week.	FT contract: 70% of recorded gross monthly salary. PT contract: 70% of actual recorded gross monthly salary earned at time claim commences.	75% of a teacher's calculated CPP retirement pension, plus the flat rate. The maximum pension rate for 2012 is \$1,185.50/month or \$14,226.00/yr.	2% of salary for each year of service, with the salary being the average of the five highest years, and reduced by a minimum of 17%.	2% of salary for each year of service, with the salary being the average of the five highest years.
Calculation of Benefits/Income Support	Leave of IOD will not exceed 2 years from date of injury.	Teachers may accumulate SL days up to one full year (195 days). Teachers may also use 20 days of current SL per year.	Max. length of collection is 15 wks. Maternity and paternity benefits in combination with disability benefits may not exceed more than 65 wks in one period.	May be temporary or permanent.	May be temporary or collected up to age 65.	Paid for life unless deemed no longer disabled.	Paid for life unless deemed no longer disabled.
Length of Collection of Benefits/Income Support							

<p>Scenarios For Cessation of Benefits/Income Support</p>	<p>Leave for Injury on Duty (School Board)</p> <p>End of 2 yr. period; engaging in paid work; or insufficient medical evidence to deem teacher unable to work.</p>	<p>Sick Leave (School Board)(SB)</p> <p>SL ends once accumulated and current SL days are used. The SB should be contacted to determine # of SL days available. It is available on pay stubs.</p>	<p>EI Sickness Benefits (SDC)</p> <p>Return to work and resumption of salary will cease benefits. If medically proven to have regained work capacity, benefits may cease.</p>	<p>Long Term Disability (NSTU Group Insurance Plan)</p> <p>If a teacher is no longer disabled, or if reaches age 65, or if unwilling to be examined by a physician or participate in a rehab program requested by the Insurance Company.</p>	<p>Canada Pension Plan (CPP) Disability Benefits</p> <p>If a teacher returns to work; is no longer disabled; reaches age 65 (converts to retirement pension) or when the teacher dies.</p>	<p>Teachers' Pension Plan (TPP); Partial Disability Pension</p> <p>Benefits ceased only if deemed no longer disabled.</p>	<p>Teachers' Pension Plan (TPP); Full Disability Pension</p> <p>Benefits ceased only if deemed no longer disabled.</p>
<p>Offsetting of Benefits</p>	<p>Income may be reduced by additional disability or ins. benefits if the SB pays the premium.</p>	<p>No offsetting of benefits.</p>	<p>May be reduced by amount incoming from additional earnings.</p>	<p>FT contract: 70% of recorded gross monthly salary. PT contract: 70% of actual gross monthly salary earned at time claim commences.</p>	<p>Benefits from plans from other insurers are often reduced by an amount equal to the CPP disability benefits the teacher receives.</p>	<p>Benefit may be reduced by CPP disability benefit or other income replacement insurance.</p>	<p>Benefit may be reduced by CPP disability benefit or other income replacement insurance.</p>

APPENDIX A

HOW LTD IS REDUCED (OFFSET) BY TPP AND CPP DISABILITY PENSIONS

Section One: (Teacher is eligible for Teachers Disability Pension and cannot be eligible for unreduced pension)

Example A

Assume:

- (1) Full time teacher with TC5 license

Age 50

Current Salary = \$68,536.00

5 Year Average Salary = \$66,464.00

- (2) Pensionable Years as of date
of expiry of paid sick leave = 20 years

	Yearly	Monthly
LTD Benefit		
70% of \$68,536	= \$47,975.20	(\$3,997.93)

Minus offsets

- | | | |
|----------------------------------|----------------------|---------------------|
| (a) TPP Total Disability Pension | | |
| 20 x 2% of \$66,464.00 | = \$26,585.60 | (\$2,215.47) |
| and | | |
| (b) CPP Disability Pension | = <u>\$14,226.00</u> | <u>(\$1,185.50)</u> |

TOTAL	= \$40,811.16	(\$3,400.93)
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LTD after offset	<u>\$7,164.04</u>	<u>(\$597.00)</u>
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Example B

Assume:

- (1) Full time teacher with TC5 license

Age 50

Current Salary = \$68,536.00

5 Year Average Salary = \$66,464.00

- (2) Pensionable Years as of date of
expiry of paid sick leave = 30 years

	Yearly	Monthly
LTD Benefit		
70% of \$68,536.00	= \$47,975.20	(\$3,997.93)

Minus offsets

(a) TPP Total Disability Pension
30 x 2% of \$66,464.00 = \$39,878.40 (\$3,323.20)

and

(b) CPP Disability Pension = \$14,226.00 (\$1,185.50)

TOTAL = \$54,104.40 (\$4,508.70)

LTD after offset \$0 \$0

Example C

Assume:

- (1) Full time principal with TC7 license

Age 49

\$10,000 Admin. Allowance = \$91,198.00

5 Year Average Salary = \$86,744.00

- (2) Pensionable Years as of date of
expiry of paid sick leave = 26 years

	Yearly	Monthly
LTD Benefit		
70% of \$91,198.00	= \$63,838.60	(\$5,319.88)

Minus offsets

(a) TPP Total Disability Pension
26 x 2% of \$86,744.00 = \$45,106.88 (\$3,758.91)

and

(b) CPP Disability Pension = \$14,226.00 (\$1,185.50)

TOTAL = **\$59,332.88** **(\$4,944.41)**

LTD after offset **\$4,505.72** **(\$375.47)**

Section Two: Regular Unreduced Pension (not eligible for Disability Pension)

Example A

Assume:

- (1) Full time teacher with TC6 license
 Age 56
 Current Salary = \$76,457.00
 5 Year Average Salary = \$74,146.00

- (2) Pensionable Years as of date
 of expiry of paid sick leave = 30 years

	Yearly	Monthly
LTD Benefit		
<i>70% of \$76,457.00</i>	= \$53,519.90	(\$4,459.99)

Minus offsets

(a) TPP Regular Pension* (must resign your position to allow pension)		
30 x 2% of \$74,146.00	= \$44,487.60	(\$3,707.30)
and		
(b) CPP Disability Pension	= <u>\$14,226.00</u>	<u>(1,185.50)</u>
TOTAL	= \$58,713.60	(4,892.80)

LTD after offset	<u>\$0</u>	<u>(\$0)</u>
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* Please note that there is no retroactive payments for Teachers' regular pension and delay in application may result in loss of income.

Example B

Assume:

- (1) Full time teacher with TC5 license

Age 61

Current Salary = \$68,536.00

5 Year Average Salary = \$66,464.00

- (2) Pensionable Years as of date
of expiry of paid sick leave = 15 years

	Yearly	Monthly
LTD Benefit		
70% of \$68,536.00	= \$47,975.20	(\$3,997.93)

Minus offsets

(a) TPP Regular Pension
15 x 2% of \$66,464.00 = \$19,939.20 (\$1,661.60)
and

(b) CPP Disability Pension = \$14,226.00 (1,185.50)

TOTAL = **\$34,165.20** (**\$2,847.10**)

LTD after offset **\$13,810.00** (**\$1,150.83**)

APPENDIX B

LIST OF CONTACT NUMBERS

School Boards

Annapolis Valley Regional School Board

Toll free – 1-800-850-3887

Local – (902) 538-4600

Fax – (902) 538-4630

Cape Breton-Victoria Regional School Board

Local – (902) 564-8293

Fax – (902) 564-0123

Chignecto-Central Regional School Board

Toll Free – 1-800-770-0008

Local – (902) 897-8900

Fax – (902) 897-8989

CSAP

Toll Free – 1-888-533-2727

Local – (902) 645-5530

Fax – (902) 645-5531

Halifax Regional School Board

Local – (902) 464-2000

Fax – (902) 464-2420

South Shore Regional School Board

Toll Free – 1-800-252-2217

Local – (902) 543-2468

Fax – (902) 541-3051

Strait Regional School Board

Toll Free – 1-800-650-4448

Local – (902) 625-2191

Fax – (902) 625-2281

Tri-County Regional School Board

Toll Free – 1-800-915-0113

Local – (902) 749-5696

Fax – (902) 749-5697

Community College

(902) 491-6722

APSEA

(902) 424-8500

Johnson Incorporated

(902) 453-9502 or toll free at 1-877-490-9502

Nova Scotia Pension Agency

(902) 424-5070 or toll free at 1-800-774-5070

Canada Pension

SDC at 1-800-277-9914 (English) or 1-800-277-9915 (French)

NSTU Early Intervention Program

(902) 477-5621 or toll free at 1-800-565-6788

Nova Scotia Teachers Union

(902) 477-5621 or toll free at 1-800-565-6788

*Comments on this document are welcomed.
1-800-565-6788 or e-mail nstu@nstu.ca*



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