

# Canadian Union of Public Employees

## Short Term Disability (STD) Plan

### Canadian Union of Public Employees (CUPE) Short Term Disability Plan

Coverage	Benefit Description
Waiting Period	<ul style="list-style-type: none"> <li>- Permanent or probationary employees shall be members of the Plan upon completion of ninety (90) calendar days of continuous employment</li> <li>- If an employee is absent from work on the date they would have been eligible to participate in the Plan the employee is not eligible until they have returned to work for a period of at least ten (10) consecutive working days.</li> <li>- If an employee is absent from work during the waiting period due to a personal disability for one (1) complete pay period or more, the waiting period is extended by the number of days absent.</li> <li>- If an employee is absent from work during the waiting period due to an approved leave of absence without pay for one (1) complete pay period or more, the waiting period is extended by the number of days absent.</li> </ul>
Premiums	<ul style="list-style-type: none"> <li>- The City pays one hundred percent (100%) of the premium.</li> </ul>
Eligibility for Benefits	<ul style="list-style-type: none"> <li>- Based on the medical information provided, the Plan Adjudicator (the City's Disability Management Section) will determine a member's eligibility for STD benefits.</li> <li>- The Plan Adjudicator may refer the member, at the Plan's expense, for an independent medical examination.</li> <li>- The Plan Adjudicator may require that the member perform modified or alternative duties if the member is unable to perform the duties of their regular position but is capable of performing modified or alternative duties.</li> </ul>
Definition of Disability	<ul style="list-style-type: none"> <li>- The member is unable to perform the duties of their regular position because of a personal non-occupational disability.</li> </ul>
Benefit Duration	<ul style="list-style-type: none"> <li>- STD benefits cease at the earliest date the member: <ul style="list-style-type: none"> <li>- is no longer disabled from performing the duties of their regular position or any alternative employment made available by the City;</li> <li>- has exhausted STD benefits;</li> <li>- passes away; or</li> <li>- is laid off (this does not apply to members who were eligible to receive STD benefits prior to the notice of layoff)</li> </ul> </li> </ul>

	and continues past the effective date).
Other Benefits Coverage	<ul style="list-style-type: none"> <li>- While in receipt of STD benefits, the member continues to be covered under the benefit plans for which the member is eligible based on their regular rate of pay.</li> <li>- Both the member and the City continue to pay their share of the contributions to the benefit plans.</li> </ul>
Benefit Amount	<ul style="list-style-type: none"> <li>- STD benefits are payable at ninety percent (90%) of the regular rate of pay for members with more than ninety (90) calendar days but less than one (1) calendar year of continuous service <ul style="list-style-type: none"> <li>- up to eighty-five (85) working days or 680 hours of work, whichever is less.</li> </ul> </li> <li>- STD benefits are paid at one hundred percent (100%) of the regular rate of pay for members with one (1) calendar year or more of continuous service <ul style="list-style-type: none"> <li>- up to eighty-five ((85) working days or 680 hours of work, whichever is less.</li> </ul> </li> <li>- the benefit duration shall not be less than fifteen (15) weeks or seventy-five (75) working days for members who receive STD benefits based on 680 hours.</li> </ul>
Benefit Payment Adjustments	<ul style="list-style-type: none"> <li>- A member, who has received eight-five (85) times the average daily hours of work or 680 hours of STD benefits at one hundred percent (100%) of regular pay in any payroll year, will receive ninety percent (90%) of the regular rate of pay for all subsequent incidences of disability in the payroll year.</li> <li>- A member, who is receiving STD benefits at ninety percent (90%) of the regular rate of pay on the last day in a payroll year, will be eligible for STD benefits at one hundred percent (100%) of the regular rate upon returning to work for ten (10) consecutive working days.</li> <li>- A member who has received eight-five (85) times the average daily hours of work or 680 hours of STD benefits at ninety percent (90%) of the regular rate of pay in any payroll year shall receive seventy-five percent (75%) of their regular rate of pay for all subsequent incidences of disability in that payroll year.</li> <li>- If a member is receiving STD benefits at seventy-five percent (75%) of the regular rate of pay on the last day in a payroll year, the member will qualify for STD benefits at ninety percent (90%) or one hundred percent (100%) of the regular rate of pay upon returning to work for ten (10) consecutive working days.</li> <li>- If an adjustment to the regular rate of pay occurs during the period that the member is receiving STD benefits, the member's benefit will be based on the adjusted rate of pay as of the effective date of the adjustment.</li> <li>- The working days of entitlement for permanent part-time members under this Plan are pro-rated based on the average weekly number of hours worked by the member in the eight (8) weeks preceding the absence divided by five (5).</li> <li>- A member who is in receipt of LTD benefits and engaged in approved alternate employment with the City and unable to perform the duties of the alternate position due to a personal non-occupational disability shall receive an entitlement equal to the lesser of ten (10) working days or eighty (80) hours of benefits in a payroll year paid at one hundred percent (100%) of the regular rate of pay of the alternate position.</li> </ul>

<p>Disability Incidences (Absences)</p>	<ul style="list-style-type: none"> <li>- Each period of absence from work due to non-occupational disability, which exceeds three (3) hours, will count as one (1) incident of absence under this Plan.</li> <li>- Where a medical or dental appointment exceeds three (3) hours, banked overtime, vacation, or leave without pay may be used for the period of time in excess of three (3) hours to avoid the absence as counting for one (1) incident.</li> <li>- Upon the approval of the Plan Adjudicator, a member who is receiving on-going therapeutic treatment for a life-threatening disability may have the periods of absence exceeding three (3) hours in a payroll year considered as one disability incident.</li> <li>- On the fourth (4<sup>th</sup>) and each subsequent incident of absence in a payroll year, STD benefits will be paid at seventy-five percent (75%) of the member's regular rate of pay.</li> <li>- However, if a member had three (3) or less incidences of absence in the previous payroll year, STD benefits will be paid at 75% of the member's regular rate of pay on the fifth (5<sup>th</sup>) and each subsequent incident of absence in a payroll year.</li> </ul>
<p>Benefits Offsets (Reduction)</p>	<ul style="list-style-type: none"> <li>- When a question arises as to whether a member's disability is occupational and the disability is under review by the Worker's Compensation Board (WCB), the member will receive STD benefits as per the member's entitlement until the claim is adjudicated by WCB. If WCB determines the disability is occupational, the member will reimburse the STD Plan from any monies owed to the member, for the period of absence for which the claim is considered occupational and the member received STD benefits.</li> <li>- The amount the member is entitled to receive under this Plan is reduced by the amount the member may be entitled to receive from: <ul style="list-style-type: none"> <li>- Canada Pension Plan and/or Quebec Pension Plan disability payments, excluding those disability benefits payable on behalf of the member's dependents;</li> <li>- income payable monthly as a result of the member's disability from any plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Federal or Provincial legislation;</li> <li>- other disability benefits payable as a result of Provincial or Federal legislation;</li> <li>- monies received from the Crimes Compensation Board, which are specifically provided for loss of income;</li> <li>- monies received from the Worker's Compensation Board in respect of a disability for which benefits are received under this Plan.</li> </ul> </li> </ul>
<p>Alternative Employment</p>	<ul style="list-style-type: none"> <li>- If the member engages in alternative employment with the City and becomes unable to perform the duties of the alternative employment due to personal non-occupational disability, the member will receive STD benefits from this Plan based on the member's original rate of pay. The benefits are payable for a maximum of eighty-five (85) consecutive and cumulative working days in any one (1) payroll year, commencing from the first (1st)</li> </ul>

	<p>day of disability.</p> <ul style="list-style-type: none"> <li>- When an approved rehabilitation plan involves the employee's return to regular duties on a part-time basis, the STD benefits payable shall be reduced to the number of hours the employee is unable to work. Only in graduated return to work situations, STD benefits expire once the employee has exhausted a maximum of 680 hours during the period of disability.</li> <li>- A member shall continue to receive STD benefits under this Plan equal to the amount by which the member's regular rate of pay exceeds income from outside employment, if the member has received approval from the Plan Adjudicator to engage in outside employment. The benefits are payable for a maximum of eighty-five (85) consecutive and cumulative working days in any one (1) payroll year, commencing from the first (1st) day of disability.</li> <li>- STD benefits under this Plan will cease if the member engages in employment for gain that is not approved by the Plan Adjudicator. Benefits will cease as of the date employment for gain commenced. In addition, the member will be subject to discipline up to and including dismissal.</li> </ul>
<p>Recurring Disability</p>	<ul style="list-style-type: none"> <li>- If an employee returns to work after a period of disability and becomes disabled again within thirty (30) calendar days due to causes related to the earlier disability, the second period of disability shall be considered an extension of the earlier period of disability and the balance of the remaining STD benefits from the earlier disability shall be payable.</li> <li>- If an employee returns to work after a period of disability and becomes disabled again within ten (10) calendar days of their return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier disability and only the balance of the STD benefits remaining from the earlier disability shall be payable.</li> </ul>
<p>Limitations and Exclusions</p>	<ul style="list-style-type: none"> <li>- No STD benefits are payable if the member is not fulfilling the treatment program prescribed by the physician.</li> <li>- STD benefits will not be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise provided for under this Plan.</li> <li>- While in receipt of STD benefits, the member must be available (at all times) to perform any reasonable obligations required by the Plan Adjudicator to substantiate and/or justify their claim for benefits.</li> <li>- A member who is absent from work due to a non-occupational disability may be required to provide a medical certificate signed by a licensed physician that states the member is medically fit to return to the duties of their position, in order to be eligible to return to work.</li> <li>- A member who leaves the Edmonton area while in receipt of STD benefits without obtaining prior approval from the Plan Adjudicator shall not be entitled to receive benefits for the period that the member is outside the Edm. area. (For those members whose principal residence is outside of Edmonton, this means outside the area in which they normally reside.)</li> </ul>

*The Short Term Disability Plan is not provided through a contract of insurance. For this Plan, the benefits are payable from premiums, interest or investment earnings and an excess of revenue over expenditures.*

This summary provides general information only. The terms and conditions of the collective agreement take precedence.

December, 2016