

Edmonton Fire Fighters' Union

Short Term Disability (STD) Plan

Edmonton Fire Fighters' Union (EFFU) Short Term Disability Plan

Coverage	Benefit Description
Waiting Period	<ul style="list-style-type: none"> - Permanent or probationary employees shall be members of the Plan upon completion of ninety (90) calendar days of continuous employment - 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, except those employees who work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week, shall only be required to return to work for eight consecutive shifts. - 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 working days absent due to the disability. - 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.
Premiums	<ul style="list-style-type: none"> - The City pays one hundred percent (100%) of the premium.
Eligibility for Benefits	<ul style="list-style-type: none"> - Based on the medical information provided, the Plan Adjudicator (the City's Disability Management Section) will determine a member's eligibility for STD benefits. - The Plan Adjudicator may refer the member, at the Plan's expense, for an independent medical examination. - 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.
Definition of Disability	<ul style="list-style-type: none"> - The member is unable to perform the duties of their regular position because of a personal non-occupational disability.
Benefit Duration	<ul style="list-style-type: none"> - STD benefits cease at the earliest date the member: <ul style="list-style-type: none"> - is no longer disabled from performing the duties of their regular position or any alternative employment made available by the City; - has exhausted STD benefits;

	<ul style="list-style-type: none"> - passes away; or - is laid off (this does not apply to members who were eligible to receive STD benefits prior to the notice of layoff and continues past the effective date).
Other Benefits Coverage	<ul style="list-style-type: none"> - 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. - Both the member and the City continue to pay their share of the contributions to the benefit plans.
Benefit Amount	<ul style="list-style-type: none"> - STD benefits are payable at one hundred percent (100%) of the regular rate of pay for the lesser of eighty five (85) working days or 680 hours of work for members <u>who do not</u> work ten (10) and fourteen (14) hours shifts averaging forty two (42) hours per week who have worked ninety (90) calendar days or more. - STD benefits are payable at one hundred percent (100%) of the regular rate of pay for up to sixty two (62) shifts for members <u>who do</u> work ten (10) and fourteen (14) hours shifts averaging forty two (42) hours per week who have worked ninety (90) calendar days or more of continuous service. - the benefit duration shall not be less than seventy-five (75) working days for members who receive STD benefits to ensure the the City continues to be eligible for the Employment Insurance Premium Reduction Program.
Benefit Payment Adjustments	<ul style="list-style-type: none"> - A member <u>who does not</u> work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week and has received the lesser of eighty five (85) working days or 680 hours of work at one hundred percent (100%) of the regular rate of pay in a payroll year, will receive ninety percent (90%) of the regular rate of pay for all subsequent incidences of disability in the payroll year. - A member <u>who does</u> work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week and has received sixty two (62) shifts of STD benefits at one hundred percent (100%) of the regular rate of pay in a payroll year, will receive ninety percent (90%) of the regular rate of pay for all subsequent incidences of disability in the payroll year. - 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 except those members who work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week will be required to return to work for at least eight (8) consecutive shifts. - If a member is absent from work due to a non-occupational disability on the first scheduled working day for which they be eligible for an increased STD benefit entitlement, they shall not become eligible for the increased entitlement until they return to work for at least ten (10) consecutive working days; except members who work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week shall only be required to return to work for eight (8) consecutive shifts in order to qualify for the increased STD benefit. - A member who is in receipt of LTD benefits and engaged in approved alternate employment with the City and unable to

	<p>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 if in that position it does not require them to work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week .</p> <p>- If the member is 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 eight (8) shifts of STD benefits in a payroll year paid at one hundred percent (100%) of the regular rate of pay of the alternate position if in that position it does require them to work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week .</p>
<p>Disability Incidences (Absences)</p>	<p>- 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.</p> <p>- 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.</p> <p>- 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.</p> <p>- On the fourth (4th) 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.</p> <p>- 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 (5th) and each subsequent incident of absence in a payroll year.</p> <p>- a member <u>who does not</u> work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week, the reduction to seventy five (75%) of the member's regular rate of pay shall continue for the lesser of ten (10) working days or eighty (80) workings hours. If the absence extends beyond this described time, then further STD benefits for such incident shall be paid at one hundred percent (100%) of the member's regular rate of pay.</p> <p>- a member <u>who does</u> work ten (10) and fourteen (14) hour shifts averaging forty two (42) hours per week, the reduction to seventy five (75%) of the member's regular rate of pay shall continue for eight (8) working shifts. If the absence extends beyond eight (8) working shifts, then further STD benefits for such incident shall be paid at one hundred percent (100%) of the member's regular rate of pay.</p>
<p>Benefits Offsets (Reduction)</p>	<p>- 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</p>

	<p>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.</p> <ul style="list-style-type: none"> - In the event a member's claim is still outstanding following the depletion of the member's STD benefits, the Plan Administrator shall have the discretion to transfer additional funds from the member's Income Replacement lump sum payment. In order to provide additional benefits to the member and such funds shall be subject to the same conditions for reimbursement as those provided for the STD plan. - 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"> - Canada Pension Plan and/or Quebec Pension Plan disability payments, excluding those disability benefits payable on behalf of the member's dependents; - 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 ; - other disability benefits payable as a result of Provincial or Federal legislation; - monies received from the Crimes Compensation Board, which are specifically provided for loss of income; - monies received from the Worker's Compensation Board in respect of a disability for which benefits are received under this Plan.
<p>Alternative Employment</p>	<ul style="list-style-type: none"> - 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. Pay provided from these modified or alternative duties will not exceed the duration for which benefits would be payable. - 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.
<p>Recurring Disability</p>	<ul style="list-style-type: none"> - If an employee returns to work after a period of disability and becomes disabled again within fifteen (15) 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. The second period of disability shall be treated as a separate incident. - If an employee returns to work after a period of disability and becomes disabled again within five (5) 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. The second period of disability shall be treated as a separate incident.
Limitations and Exclusions	<ul style="list-style-type: none"> - No STD benefits are payable if the member is not fulfilling the treatment program prescribed by the physician. - 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. - 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. - 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. - 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 Edmonton area. (For those members whose principal residence is outside of Edmonton, this means outside the area in which they normally reside.)

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