

Benefits at a Glance – Short Term Disability (STD) Plan The Amalgamated Transit Union 569 (DATS)

Waiting Period	<ul style="list-style-type: none"> Permanent or probationary employees shall be members of the Plan upon completion of 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 they are not eligible until they have returned to work for a period of at least 10 consecutive working days. If an employee is absent from work during the waiting period due to a personal disability for one complete pay period or more, the waiting period is extended by the number of days absent. If an employee is absent from work during the waiting period due to an approved leave of absence without pay for one 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 100% of the premiums.
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.
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, to a medical authority appointed by the City. 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.
Benefit Duration	<ul style="list-style-type: none"> 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 received 85 times the average daily hours of work (exhausts benefits), 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 will 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 90% of the regular rate of pay for members with more than 90 calendar days but less than one year of service <ul style="list-style-type: none"> - up to 85 times the average daily hours of work (i.e. 85 days) or 680 hours of work, whichever is less. • STD benefits are payable at 100% of the regular rate of pay for members with one year or more of continuous service <ul style="list-style-type: none"> - up to 85 times the average daily hours of work (i.e. 85 days) or 680 hours of work, whichever is less.
Benefit Amount Adjustments	<ul style="list-style-type: none"> • A member, who has received 85 times the average daily hours of work of STD benefits at 100% of the regular rate of pay in a payroll year, will receive 90% of their regular rate for all subsequent incidences of disability in the payroll year. • A member, who is receiving STD benefits at 90% of the regular rate of pay on the last day of the payroll year, will be eligible for STD benefits at 100% of the regular rate of pay upon returning to work for 10 consecutive working days. • A member who has received 85 times the average daily working hours of STD benefits at 90% of the regular rate of pay in a payroll year shall receive 75% of their regular rate of pay for all subsequent incidences of disability in that payroll year. • If a member is receiving STD benefits at 75% of the regular rate of pay on the last day of the payroll year, the member will qualify for STD benefits at 90% or 100% of the regular rate of pay upon returning to work for 10 consecutive working days. • The working days of entitlement for part-time members under this Plan are pro-rated based on the average weekly number of hours worked by the member in the 8 weeks preceding the absence divided by 5. • If an adjustment to the regular rate of pay occurs during the period that the member is receiving STD benefits, the member's benefits will be based on the adjusted rate of pay as of the effective date of the adjustment.
Disability Incidents (Absence)	<ul style="list-style-type: none"> • Each period of absence from work due to non-occupational disability, which exceeds 3 hours, will be counted as 1 incident of absence under this Plan. <ul style="list-style-type: none"> - Banked overtime, vacation, or leave without pay may be used for the period of time in excess of 3 hours to avoid the absence counting as an incident of disability. - Upon 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 3 hours in a payroll year considered as one disability incident. • On the 4th and each subsequent incident of absence in a payroll year, STD benefits shall be payable at 75% of the member's regular rate of pay. <ul style="list-style-type: none"> - However, if a member had 3 or less incidents of absence in the previous payroll year, STD benefits will be payable at 75% of the member's regular rate of pay on the 5th and each subsequent incident of absence in a payroll year.
Benefits Offsets (Reduction)	<ul style="list-style-type: none"> • 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; - other disability benefits payable as a result of Provincial or Federal legislation; - monies received from the Crimes Compensation Board, which are 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.

Alternative Employment	<ul style="list-style-type: none"> • If a 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 based on the member's original rate of pay. • A member shall continue to receive STD benefits 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. • 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.
Recurring Disability	<ul style="list-style-type: none"> • If an employee returns to work after a period of disability and becomes disabled again within 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. • If an employee returns to work after a period of disability and becomes disabled again within 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 STD benefits remaining from the earlier disability shall be payable.
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 STD 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. • 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 STD 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 you 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 will apply.

December 2015