

SCHEDULE "A"

SHORT TERM DISABILITY PLAN

INTRODUCTION

Effective September 1st., 1994, a new short term disability plan will be established for all full-time permanent employees actively at work as of September 1st., 1994, on an annual basis to August 31st. of each following year.

Absences of less than half a day shall not be charged to the Employee's allotment. Absences of less than one day, but more than half a day, shall be charged as a half day to the Employee's allotment.

An employee is not eligible to be covered by this new plan if not actively working on September 1st., 1994 or has been absent from work for more than twelve (12) days in the 90 days prior to September 1st., 1994.

DEFINITIONS

Disability: means suffering substantial inability to perform the essential tasks of one's occupation or employment due to illness, accident, injury or quarantine.

AMOUNT OF INSURANCE

This plan shall provide payments equal to their salary to employees depending on the Employee's length of service with the Town on the following basis: –

Allotment

| | | | | | |
|-------------------------|--------------------------------|------------------------------|----------|--------------------------|----------|
| If length of service is | 3 months but less than 2 years | then 100% salary is paid for | 1 week | and then 75% is paid for | 16 weeks |
| " | 2 years but less than 3 years | " | 2 weeks | " | 15 weeks |
| " | 3 years but less than 4 years | " | 4 weeks | " | 13 weeks |
| " | 4 years but less than 5 years | " | 6 weeks | " | 11 weeks |
| " | 5 years but less than 6 years | " | 8 weeks | " | 9 weeks |
| " | 6 years but less than 7 years | " | 10 weeks | " | 7 weeks |
| " | 7 years but less than 8 years | " | 12 weeks | " | 5 weeks |
| " | 8 years but less than 9 years | " | 14 weeks | " | 3 weeks |
| " | 9 years but less than 10 years | " | 16 weeks | " | 1 week |
| " | over 10 years | " | 17 weeks | | |

PROOF OF CLAIM

- (1) Proof of claim must be given not later than seven (7) days after the onset of the disability.
- (2) Any absence of more than three (3) consecutive working days or for one (1) working day prior to or following a paid holiday, which is to be charged to the sick leave allotment must be supported by proof of claim and a report from a duly recognized medical practitioner stating the Employee suffered substantial inability to perform the essential tasks of his/her occupation or employment and indicating the probable duration of the illness, accident, injury or quarantine and treatment plan.

- (3) Failure to produce the required report (within seven (7) days of the date of disability) will result in the uncertified days of absence being charged as leave without pay.
- (4) The cost of any such report is the responsibility of the Employee.
- (5) Once an Employee has taken six (6) sick days where no report was necessary or provided, any further days must be supported by the proof of claim form and report from duly recognized medical practitioner as stated above.
- (6) If no such report is provided, the uncertified days of absence shall be charged as leave without pay.
- (7) The Employee shall submit such periodic reports on his/her condition as the Employer may reasonably require.
- (8) The Employer, upon reasonable notice, shall, at its discretion, have the right to have an Employee examined by a duly recognized medical practitioner acceptable to the Employer as often as it reasonably requires.
- (9) The cost of this examination and any report obtained is the responsibility of the Employer.
- (10) Upon receipt of proof of claim that an Employee became disabled while employed and is under the continuous care of the doctor then salary is paid while the Employee continues to be disabled subject to the limitations and exclusions contained herein and subject to conditions of interrupted periods of disability.

MAXIMUM BENEFIT

Payment is made for a maximum period of 17 weeks during any one period of disability.

INTERRUPTED PERIODS OF DISABILITY

Interrupted periods of disability occurring after the benefit becomes payable and while this provision is in force are considered a single period if the Employee, in the interval between the interrupted periods of disability is Actively at Work for a period of less than:

- (1) eight (8) consecutive weeks if disability is due to the same related causes;
or
- (2) ten (10) consecutive days if disability is due to an entirely unrelated cause.

In such cases, a new disability period is not applied, and the benefit is payable in total not longer than the maximum benefit at the time of the initial disability.

LIMITATIONS:

Payment is not made for:

- (1) a period
 - (A) of formal maternity and/or parental leave taken by the Employee as provided under the relevant legislation.
 - (B) of maternity leave commencing with the earlier of:
 - (i) the elected date of leave, mutually agreed to by the Employer and the Employee; and
 - (ii) the date of birth of the child;and ending with the earlier of:
 - (i) the elected date of return to active full-time work with the Employer, mutually agreed to by the Employer and the Employee; and
 - (ii) the actual date the Employee is again *Actively at Work* with the Employer.
 - (C) of parental leave mutually agreed to by the Employer and Employee.
- (2) any period the Employee is not under the care of a Doctor.

EXCLUSIONS

A benefit is not paid for a disability which is due to or results from: -

- (1) the hostile action of any armed forces, insurrection or participation in any riot or civil commotion.
- (2) commission of attempted commission of a criminal offence by the Employee.
- (3) intentionally self-inflicted injuries or attempted suicide (while sane or insane).
- (4) bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit when Workers' Compensation benefits are payable.
- (5) illness or injury which is covered by Workers' Compensation.

SUBROGATION*

The benefits payable under this provision are subject to Subrogation.

TERMINATION OF THE PLAN

This plan ends on the date the employee retires, resigns, is laid off, is dismissed or takes a leave of absence as defined in the personnel manual. Upon return to work from layoff or leave of absence within two (2) years, the Employee's length of service shall be that which it was at the time of the layoff or leave of absence.

An Employees time spent on an authorized leave of absence shall be included in any calculation of the Employees length of service for the purpose of determining the amount of insurance allotment entitlement under the short term disability plan.

BENEFIT COVERAGE

All Employee group benefits in effect at the time of disability shall continue to be provided by the Town to the Employee during any short term disability absence.

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SCHEDULE "B"
RECOMMENDATIONS FOR THE TERMINATION &
PAYOUT OF SICK LEAVE GRATUITY PLAN

- (a) Present plan to be terminated as of September 1st., 1994.
- (b) For all full time permanent employees with less than five years of service on September 1st., 1994, no credit or payout be granted.
- (c) For all full time permanent employees with 10 or more years of service at September 1st., 1994 payout or credit will be based on the normal rate of pay in effect on that date and will be for one-half of the days accrued to a maximum of 90 days.
- (d) For all full time permanent employees with more than five years of service but less than 10 years at September 1st., 1994, payout or credit will be based on the normal rate of pay in effect on that date and will be based on accrued days according to the following formula on Schedule I.
- (e) Employees will be given a choice of either receiving full payout on or about October 31st., 1994 or elect to have payout deferred until the earlier of retirement or termination. Employees requesting deferred payout must notify the Treasurer, in writing, by September 30st., 1994. Employees making a deferred payout selection who later wish to draw on their accrued credits must notify the Town, in writing, a minimum of 30 days in advance of the desired time of payment. The minimum withdrawal at any one time shall be \$1,000.00.
- (f) Interest will be earned on deferred credits from November 1st., 1994 and will be added annually to the value of all outstanding credits commencing on October 31st., 1995 and each subsequent year. Interest will be calculated using the first year issue rate applicable to the Canada Savings Bond issue of November of the prior year.
- (g) Employees will be provided with an annual statement of the credit outstanding for them including earned interest.
- (h) Employees electing a deferred payout will receive full payout of all credits outstanding including interest upon retirement or termination and in the event of termination by death, the employees beneficiary shall be entitled to receive payout for the balance of the credits outstanding at the time of death.