

**CANADA POST CORPORATION**

# **Short Term Disability Program**

## **Policies and Procedures**

**May 17, 2010**

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## **Short Term Disability Program Overview**

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If an Employee is unable to work due to personal illness or injury, he may qualify for Short Term Disability. If the approved disability absence extends beyond 30 weeks, he may qualify for Long Term Disability.

Canada Post's Disability Management Provider reviews Short Term Disability claims on behalf of Canada Post Corporation. Canada Post issues the Short Term Disability benefit payments for eligible claims to an Employee's bank account through direct deposit.

The cost of the Short Term Disability benefit is paid by Canada Post.

## **Definitions**

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### **Accident**

- An unexpected or unforeseen event involving an external force, causing loss or injury for which medical attention was sought within 24 hours of the event
- Applies to non-work related Accidents.

### **Accommodation**

- The ongoing process and implementation of changes to a job and/or to the environment in which the job is accomplished which enable a person with a Disability to perform the job productively.

### **Acting Assignment**

- The duties an Employee performs temporarily while in an assignment with a higher salary other than his substantive position.

### **Actively at Work**

- An Employee is actively at work on any day during which he/she performs all of the usual and customary duties of his/her occupation on behalf of the Employer for the scheduled number of hours of the day.

### **Advancement of Funds**

- Payments to an employee while awaiting a support/non-support decision from the Disability Management Provider.

### **Case Manager**

- A qualified resource employed by the Disability Management Provider who is responsible for the assessment of Short Term Disability claims as well as the ongoing disability management intervention and return to work planning.
- Determines support/non-support decision.

### **Claim**

- Request for access to benefits under the terms of the Short Term Disability Program as a result of absences or accommodation requests

### **Claims Management**

- Initial and ongoing review of an employee's medical condition and functional capabilities in relation to their entitlement to income replacement and/or accommodation.

**Disability**

- An umbrella term for impairments, activity limitations and participation restrictions that impact an employee's ability to perform normal daily activities.

**Disability Management Provider**

- The organization contracted by Canada Post to assess claims and administer the Short Term Disability Program as defined by Canada Post.

**Disability Management Program**

- The program in the workplace designed to facilitate the employment of persons with a disability through a coordinated effort, taking into account individual needs, the work environment, business needs, and legislative responsibilities.

**Earnings**

- The Employee's regular base salary.

**Employee**

- An employee of Canada Post.

**Employer Notification Statement**

- The notification submitted by Canada Post to the Disability Management Provider which initiates the Short Term Disability claim process.

**Full-time basis**

- The number of hours worked each week, in a full-time position, as defined in the applicable collective agreement or Terms and Conditions of Employment.

**Gender**

- The words he, him and his refer to both genders.

**Gradual Return to Work**

- Involves modified hours and/or duties, increasing in frequency and duration based on functional abilities with the objective of assisting the employee to regain their pre-injury/illness level of function, or until maximum medical recovery is achieved.

**Health Professional**

- A person who, in accordance with provincial laws and regulations, is qualified to provide assessment and intervention to an individual for

- a health condition, and who is registered with a college or governing body to practice within their field.
- The definition may include physician, chiropractor, dentist, physiotherapist, midwife, nurse practitioner.

### **Hospital**

- A federally or provincially licensed institution which is operated for the care and treatment of ill and injured persons as in-patients, and which:
  - Is eligible to receive payments under a provincial hospital plan;
  - Provides organized facilities for diagnosis, major surgery, or rehabilitation;
  - Provides 24-hour nursing service by registered nurses, and has a Physician in regular attendance;
  - Does not include a nursing home, home for the aged or chronically ill, rest home, convalescent facility, or a place for the care and treatment of alcoholism or drug abuse.

### **Hospitalization**

- The admittance to either a Hospital or a Private Health Care Clinic as an in-patient or out-patient for Medically Necessary procedures, or treatment.

### **Illness**

- Any disease, mental infirmity, or sickness.
- For the purposes of this policy, organ donations and related complications are also considered illnesses.

### **Injury**

- Damage or harm caused to the structure or function of the body, which may be physical or chemical.

### **Independent Medical Examinations (IME)**

- An assessment of an individual's medical condition carried out by a 3<sup>rd</sup> party qualified physician or specialist chosen by the Disability Management Provider.

### **Medical Consultant**

- A resource to the Disability Management Provider team as required in the interpretation of medical evidence.

### **Medically Necessary**

- Any medical treatment broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential

in the treatment of an illness or injury, in accordance with the Canadian evidence-based medical guideline best-practice standards.

### **Net Earnings**

- The Employee's Earnings, less the required statutory deductions.

### **Part-time Hours**

- The scheduled weekly hours of a part-time position.

### **Personal Days**

- An allotment of up to 7 paid days per calendar year based on an employee's scheduled hours of work.

### **Physician**

- A doctor of medicine, licensed to practice medicine in the place where the services are provided.

### **Qualifying Period**

- A period of 7 calendar days (typically 5 working days) of continuous Total Disability, which must be completed by the Employee in order to be eligible for Short Term Disability benefits.

### **Recurrence**

- A disability arising from the same or related medical condition occurring within 30 days of the employee's return to work from a supported Short Term Disability claim.

### **Return to Full Duties**

- An employee who has been disabled from his or her own occupation and resumes regular duties on a normal, pre-disability work schedule.

### **Team Leader**

- The person to whom an employee directly reports.

### **Term Employee**

- An Employee hired for a specified period of time including Employees hired as replacements for leave of absence situations regardless of the duration of the absence.
- Includes terms under 6 months and terms over 6 months.
- Includes casual employees with a specified end date.

### **Top-Up Credit**

- An allotment of paid leave applied in supported Short Term Disability cases to maximize the benefit amount.

### **Total Disability**

- The incapacity of an employee to perform the essential or regular duties of his own occupation, or an appropriate alternative occupation, with or without accommodation at Canada Post.

### **Program Ownership**

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The Short Term Disability policy and Disability Management process are the responsibility of Canada Post Corporation.

### **Roles and Responsibilities**

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Canada Post Corporation is responsible for determining appropriate allocation of payout between Short Term Disability benefit payments, top up calculations and Personal Days to the Employee.

The Disability Management Provider is responsible for the assessment of Short Term Disability claims, determining support/non-support decisions as well as the ongoing disability management intervention and return to work planning.

The Employee is responsible for actively participating in the program and co-operating with the process.



## **Program Principles**

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### **Consistency**

- The Short Term Disability Program ensures consistent treatment for all Employees who experience an Illness or Injury. Standard practices are applied to all Employees.

### **Confidentiality**

- Protecting the privacy and confidentiality of personal information has always been a basic operating principle of Canada Post.

### **Responsibility and Accountability**

- The Team Leader, Employee and the Disability Management Provider share responsibility and accountability in the disability and absence management process.

### **Income Protection**

- Canada Post provides income protection to Employees to replace a percentage of salary when he is unable to work due to a supported Illness or Injury. To receive these payments, an Employee's absence must be supported by Canada Post's Disability Management Provider.

### **Accommodation**

- Canada Post is committed to helping Employees who have a supported Illness or Injury. We strive to accommodate Employees when they are medically able to return to work and make every reasonable effort to provide alternate work, modified duties and/or work hours or adjustments to the work environment when required.

### **Commitment to Service Delivery**

- The Short Term Disability Program delivers a high quality of care and level of service for Canada Post Employees. A process exists to ensure service needs are continually monitored, managed and addressed by Canada Post.

### **Communications**

- The program is founded on and promotes ongoing communication among all parties throughout the Employee's absence, accommodation and recovery period. Awareness and education are integral parts of the Short Term Disability Program.

## **Continuous Improvement**

- Canada Post seeks to ensure continuous improvement for the Short Term Disability Program by working with quality service providers, monitoring supplier performance, providing supplier service reviews, 3<sup>rd</sup> party audits and feedback from stakeholders.
- Key stakeholders include:
  - Human Performance Management
  - Disability Management Provider
  - Total Compensation
  - Bargaining agents
  - Employees
  - Labour Relations
  - Human Rights
  - Service Canada
  - AccessHR

## Eligibility

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Participation in the Short Term Disability Program is mandatory for all eligible employees.

**Eligibility Matrix**

<b>Employee</b>	<b>Personal Days</b>	<b>Short Term Disability Program</b>	<b>Top-up Credits</b>
Full Time Indeterminate (PSAC, APOC, Management/Xmt)	Yes	Yes	Yes
Part Time Indeterminate (PSAC, APOC, Management/Xmt)	Yes, prorated based upon hours the employee is scheduled to work	Yes	Yes
Term Employees of greater than 6 months (PSAC, APOC, Management/Xmt)	Yes, prorated based on length of term and upon hours the employee is scheduled to work	Yes	Yes
Term Employees of less than 6 months (PSAC and APOC)	Yes, prorated based on length of term and upon hours the employee is scheduled to work	No	No
Temporary Employees (APOC)	Yes	Yes	Yes

## **Effective Date of Coverage**

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Short Term Disability coverage begins on the latest of the following dates, provided the Employee is Actively at Work on such date:

- The effective date of this program
- If an Employee is not Actively at Work on the date the coverage would have otherwise commenced, such benefit will commence on the first day he is subsequently Actively at Work
- If an Employee is not Actively at Work on the date the coverage would have otherwise commenced, due solely to a paid leave (excluding sick leave) or a statutory holiday, then he will be considered Actively at Work on such date.

## **Benefit Components**

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### **Personal Days**

#### **Allocation of Personal Days**

- The allocation of Personal Days is based on Canada Post's fiscal year, which is currently January 1<sup>st</sup> to December 31<sup>st</sup>.
- Full time employees:
  - will be allocated 7 Personal Days on the first day of the fiscal year
  - these will be converted into hours (e.g. 1 day of 7.5 hours = 7.5 Personal hours)
- Part time employees:
  - will be allocated personal days prorated based upon hours the employee is scheduled to work
- Term Employees
  - will be allocated personal days prorated based on length of term and upon hours the employee is scheduled to work
- An Employee who begins his employment part way through the year will have his Personal Days pro-rated based on the number of days remaining in the year
- For full-time indeterminate and term employees, allocation is based on the number of months for which the employee is entitled to receive pay for at least 10 days.
- For part-time indeterminate and term employees, allocation is based on the number of months for which the employee is entitled to receive pay for at least 5 days.

#### **Usage**

##### **To be used for, but not limited to:**

- Casual sick days
- Other personal reasons
- Urgent situations
- Satisfying the Short Term Disability Qualifying Period
- In the case of an urgent situation, the requirement for prior notification may not be required. Urgent situations are unexpected and unforeseen.
- Any Employee wishing to use a Personal Day for a non-urgent situation must advise his Team Leader, in writing, at least 3 days in advance
- Authorization to take a Personal Day in a non-urgent situation shall be approved subject to operational requirements, and should not be unreasonably withheld. In normal circumstances, a Team Leader should provide a response to the request within 24 hours.

- Personal days cannot be used to top-up Short Term Disability benefits.

## **Options for unused Personal Days**

### **Payout**

- Unused Personal Days or portion thereof remaining at the end of the fiscal year to a maximum of 5/7ths of the initial allotment will be paid out on the third (3<sup>rd</sup>) pay of the following fiscal year or upon termination of employment.
- An employee who has carried over Personal Days (or portion thereof) from the previous fiscal year may have those days paid out, if they remain unused at the end of the year, in addition to the maximum payout of 5/7ths of the initial allotment unused days as per the section above.
- Payment will be based on the Employee's salary as of the last day of the fiscal year.
- Employees will not be paid out personal days in the following situations:
  - Dismissal
  - Rejected during Probation
  - Released for Incapacity
  - Separation Incentive
- Payment/recovery will be made shortly after the date of termination of employment
- Payment is subject to Federal and Provincial statutory deductions
- Payment is not pensionable

### **Carry Over**

- Employees have the option, prior to the end of the fiscal year ending, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining at the end of the fiscal year, to a maximum of 5/7ths, for use in the following year.
- Unused Personal Days will be paid out as detailed above, unless the employee elects to have them carried over.
- An Employee may not have more than 12 Personal Days in any one fiscal year.

## Personal Day Allocation and Payout Schedule

Employee Status	Allocation	Value of payout (to a maximum of 5/7ths of initial allotment)	When paid out
Regular full-time	7 days (Allocated in hours)	Allocation less days used or carried over into the next year	3 <sup>rd</sup> pay of the following fiscal year
Regular part-time	Pro-rated based on hours the employee is scheduled to work	Allocation less days used or carried over into the next year	3 <sup>rd</sup> pay of the following fiscal year
Term	Prorated based on length of term and upon hours the employee is scheduled to work	Allocation less days used or carried over into the next year	Upon end of term contract*
Commencement of Employment part way through the year for regular full-time	Prorated based on length of employment	Allocation less days used or carried over into the next year	3 <sup>rd</sup> pay of the following fiscal year
Commencement of Employment part way through the year for regular part-time	Prorated based on length of employment and based on hours the employee is scheduled to work	Allocation less days used or carried over into the next year	3 <sup>rd</sup> pay of the following fiscal year
Any termination of employment* part way through the year for regular full-time	Prorated based on length of employment	Allocation less days used	Upon termination of employment*
Any termination of employment* part way through the year for a regular part-time	Prorated based on length of employment and based on hours the employee is scheduled to work	Allocation less days used	Upon termination of employment*

**\*No Payment will be made if termination of employment is due to the following reasons:**

- Dismissal
- Rejected during Probation

- Released for Incapacity
- Separation Incentive

## **Claims Management Service**

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Short Term Disability Claims Management is a core service provided as part of the Canada Post Short Term Disability Program. The service includes:

- Initial and ongoing review of Employee absences and/or accommodation as outlined in this section. This involves a review of all medical and non-medical barriers to return to work and the determination of whether the claim is supported or not under the Short Term Disability Program.
- Request and review of all medical documentation pertinent to the Employee's claim.
- Subject to the privacy rights of the Employee, there may be communication with the Employee, Team Leader, bargaining agent representative, Canada Post representatives, the employee's Physician or other health care providers as necessary during the review and management of the Employee's absence.



## **Short Term Disability**

### **Benefit**

- Employees are eligible for up to 30 weeks of coverage in total (for each claim).
- The following Qualifying Period shall apply for Short Term Disability benefits:
  - Accident - 0 days
  - Hospitalization – 0 days from date of hospitalization
  - Illness -7 calendar days
- Employees are eligible for income protection equal to 70% of Earnings following the Qualifying Period.
  - Ability to top up to 95% or 100% of Earnings with top-up credits.

## **Establishing Eligibility for Benefit Payments**

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In order to be considered eligible for Short Term Disability benefits, the Employee must be deemed Totally Disabled, under the care of a Physician or other Health Professional as deemed appropriate by the Disability Management Provider. They must provide a completed and signed Employee Statement and Attending Physician Statement by no later than 14 calendar days following the start of their absence. They must also be following the treatment prescribed by that Physician or other Health Professional as deemed appropriate for the illness or injury by the Disability Management Provider.

### **Maximum Benefit Period**

- For Accident/Hospitalization claims, 30 weeks of Short Term Disability benefits may be payable for each claim (includes 15 weeks payable from EI, and top up).
- For Illness claims, 1 week of Qualifying Period are payable, followed by 29 weeks of Short Term Disability.

### **Taxability of Benefits**

- Benefit payments are subject to Federal and Provincial statutory deductions.

### **Pensionability of Benefits**

- Short Term Disability benefit payments are pensionable.
- Pension contributions continue and are based on the Employee's pre-disability earnings.

### **Continuation of benefit beyond length of term**

- In the event an employee with a term over 6 months, who is eligible for STDP, becomes ill prior to the end of their contract, and the Disability Management Provider supports the claim, Short Term Disability benefits will not be paid beyond the original end date of the contract.

### **Statutory Holiday**

- In the event a statutory holiday occurs during the period in which Short Term Disability benefits are payable, the statutory holiday will be paid based on the Short Term Disability benefit (70% plus top-ups).

### **Salary Continuation and Recovery of Advancement of Funds**

From the time the Employee is absent, Short Term Disability benefits based on the schedule below are payable until the Disability Management Provider renders a decision.

<b>STDP Pending: Accident/Hospital</b>	70% of Earnings plus top up credits (if available) until decision rendered
<b>STDP Pending: Illness</b>	100% of Earnings for the 1 <sup>st</sup> week; then 70% plus top up credits (if available) until decision rendered

#### Supported Claims:

- When the Disability Management Provider renders a support decision, there will be a reconciliation of the pay advanced to the employee during the pending period.
- Personal days will be used to cover any qualifying period. If no Personal Days are available, top up credits if available will be used.
- If Personal Days and/or Top up credits are insufficient to cover the qualifying period the Employee may elect to use compensatory time or vacation leave credits.
- Employees who do not have access to any of the above paid leaves will be required to pay back the advanced funds. The Corporation shall recover any advancement from the employee's pay. Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.
- See Benefits Payment schedule table for further details.

#### Non-Supported Claims:

- If the claim is not supported, the Employee will have the opportunity to appeal the Disability Management Provider's decision. Should the Employee choose to appeal, the Employee will receive the Short Term Disability benefit based on the schedule above until the Disability Management Provider adjudicates the appealed claim.
- Should the Employee choose not to appeal or if the appeal decision maintains the initial non-support finding, the advancement of funds ceases, and the Corporation shall recover any advancement of funds from the Employee's pay. Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.

- Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding will remain payable and be recovered in full from the Employee's final pay or will be due immediately from the employee upon termination of employment
- If the claim remains unsupported following the 1<sup>st</sup> level of appeal, the Employee has the opportunity to appeal this decision a 2<sup>nd</sup> time. While this second (or where applicable, third) appeal is being considered, the Employee will receive no STDP benefits.

Claim Abandonment:

- Should the Employee fail to provide the required forms within the allotted time frame, the employee will be notified of the potential consequence of the closure of his/her claim based on non-compliance to the process.
- If the required forms are not provided within the additional period of time provided, the claim will be closed with no opportunity for appeal.
- The advancement of funds ceases, and the Corporation shall recover any advancement of funds from the Employee's pay. Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.

## Benefit Payment Schedule for Supported Claims

### Benefits Payout Schedule

	<b>Weeks 1-15</b>	<b>Weeks 16-30</b>
<b>Accident/Hospital</b>	<ul style="list-style-type: none"> <li>• Short Term Disability – 70% of Earnings.</li> <li>• Employee can use available credits to top up to 100%* of Earnings</li> </ul>	<ul style="list-style-type: none"> <li>• Employment Insurance – 55% of Earnings.(up to the EI maximum per week**).</li> <li>• Canada Post will supplement EI benefit payments to 70% of Earnings.</li> <li>• Employee can use available credits to top up to 95%* of Earnings</li> </ul>

	<b>Week 1</b>	<b>Weeks 2-16</b>	<b>Weeks 17-30</b>
<b>Illness</b>	<ul style="list-style-type: none"> <li>• Personal Days at 100% of Earnings (subject to availability)</li> <li>• If no Personal days available (and claim is supported by the Disability Management Provider), top up credits, compensatory time or vacation time may be used.</li> </ul>	<ul style="list-style-type: none"> <li>• Short Term Disability – 70% of Earnings.</li> <li>• Employee can use available credits to top up to 100%* of Earnings.</li> </ul>	<ul style="list-style-type: none"> <li>• Employment Insurance – 55% of Earnings (up to the EI maximum per week**).</li> <li>• Canada Post will supplement EI benefit payments to 70% of Earnings.</li> <li>• Employee can use available credits to top up to 95%* of Earnings.</li> </ul>

### Using Top Up:

The ability to increase the percentage of the benefit amount with allocation of top up credits

\* The benefit amount can be increased to the maximum noted above using available top up credits as per Employment Insurance regulations.

\*\*The maximum Employment Insurance benefit changes annually.

## **Top Up Credits**

Top up credits will be allocated to Employees at the time of transition from the cumulative sick leave plan to Canada Post's new Short Term Disability Program at which time the cumulative sick leave plan ceases.

The allocation will be made for each Employee and will be equal to the sick leave quota value as of the effective date of coverage.

## **Negative sick leave at effective date of coverage**

- If at the effective date of coverage, an employee is in a negative sick leave balance, recovery will commence
- Such recovery shall not exceed 10% of the Employee's pay in each pay period until the entire amount is recovered.
- Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding will remain payable and be recovered in full from the Employee's final pay or will be due immediately from the employee upon termination.

## **Employment Insurance Benefits**

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- In order to continue to receive Canada Post Short Term Disability benefits after 15 weeks of benefits have been paid, the Employee must submit an Employment Insurance (EI) (sickness benefits) application to Service Canada within the first 15 weeks of absence.
- The Employee must comply with all requirements and make all efforts to ensure the acceptance/approval of an Employment Insurance claim.
- Should an employee fail to apply for Employment Insurance, the Short Term Disability benefit payment will cease and recovery will commence from week 16 in the case of accident/hospitalization and week 17 for illness claims.
- While Service Canada adjudicates the claim, the Employee's Short Term Disability benefit will continue based on the Benefit Payment Schedule.

### Approved by Employment Insurance

- Once Service Canada adjudicates the decision and notifies Canada Post of the amount payable, Canada Post will adjust benefits based on the Short Term Disability payment schedule.
- Any duplication of Short Term Disability benefit payments (payments made by Canada Post that are also made by Service Canada) shall be recovered by the Corporation from the Employee's future Short Term Disability benefit payments or Earnings.
- Such recovery will equal 100% of the Employee's benefit payments or Earnings until the entire amount is recovered.

### Not Approved by Employment Insurance

- If the claim is not approved by Service Canada, Canada Post will continue the payment based on the Short Term Disability payment schedule.



## **Return to Work/Accommodation**

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- Canada Post's goal in partnership with the Disability Management Provider is to assist the Employee return to work at a time when the employee can safely perform meaningful and productive work that will assist in their rehabilitation.
- After obtaining information from the employee's physician, treatment provider, or third party assessors, the Disability Management Provider may recommend a return to work or an accommodation.
- A return to work plan may include modified hours and/or modified duties of the Employees own job or other reasonable accommodation alternatives.
- An Employee must co-operate in their return to work or accommodation to continue receiving disability benefits.
- Requests for leave that are not urgent may not be granted during the period covered by the return to work plan. Leave that was previously approved (i.e vacation leave) may be displaced.
- Disruptions of the return to work plan must be kept to a minimum.

## **Non-Compliance**

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### **Non- Compliance**

In the event that an Employee fails to comply with the requirements of the Short Term Disability program either upon initial review or at any point during ongoing claim management, he would be considered non-compliant and his claim would be not supported.

Non- Compliance could include the following but is not limited to:

- Not providing forms / information when requested by Canada Post and the Disability Management Provider. (The Employee is responsible to provide the initial Attending Physician Statement to the Disability Management Provider within 14 calendar days from the date of disability).
- Not maintaining direct contact with Case Manager and Canada Post (e.g. Not returning phone calls or correspondence in a timely manner)
- Not engaging in active evidence based treatment or complying with a recommended treatment plan
- Not participating in Return to Work (RTW) facilitation / Rehabilitation when requested
- Declining participation in Independent Medical Evaluations (IME) or Functional Abilities Evaluations (FAE)
- The Employee leaves the country without prior approval by the Disability Management Provider

In these circumstances, the Case Manager will communicate and take action as follows:

### **Advise and work with the Employee**

- The Disability Management Provider will advise the Employee verbally and in writing that the claim is not supported and explain why.
- If deemed appropriate, the Case Manager will offer support to the Employee to reintegrate him into the workplace (i.e. Return to Work meeting)
- The Employee will be informed of their option to appeal the decision

### **Advise and work with the Team Leader**

- The Disability Management Provider will advise the Team Leader verbally and in writing that the absence is not supported and the next steps (i.e. return to work date, return to work meeting, accommodations, or appeal).

- If an Employee's claim is non-supported the Team Leader consults with the Subject Matter Experts (Occupational Abilities Manager/Co-ordinator, Labour Relations, Human Rights, etc) to discuss internal management of the decision. They will decide on an action plan with regards to consequences and next steps.
- The bargaining agent, if applicable, will be made aware of non-supported cases or abandoned claims.

## **Termination of Benefits**

- Short Term Disability benefits payable under this program will cease on the earliest of:
  - The date on which the Employee fails to provide the required forms.
  - The date on which the Employee is capable of working and is not participating in a return to work plan
  - The date on which payments have been paid up to the maximum benefit period for any period of Total Disability
  - The date on which the Employee engages in any gainful occupation other than an approved occupation for the purpose of rehabilitation (with the exception of employment that pre-dates the disability and does not conflict with the Employee's fitness for work at Canada Post)
  - The date on which the Employee refuses to participate in the Canada Post disability management program
  - The date on which Employment Insurance (EI) benefits would be payable and the Employee fails to apply for Employment Insurance (EI) benefits.
  - The date the Employee does not follow appropriate medical or rehabilitation treatment plans.