

# CPS Short-Term Disability Fact Sheet

## Who is Eligible for Short-Term Disability Coverage?

Chicago Public School Board employees who are members of an eligible class.

Eligible Class is defined as:

- a) Collectively Bargained Employees; or
- b) Non-Union Employees (Employees who are not members of a bargaining unit);

AND both classes who meet all the following criteria:

1. Who is a full-time benefits eligible employee under Board rules or policies; and
2. Who are actively employed in their position with CPS

## Effective Date of Coverage

Employees eligible on the Effective Date of the Plan shall be covered on that date. For newly eligible employees, coverage begins on the first calendar day of the month following a 60 day waiting period beginning on the date of hire.

Employees who are rehired within 12 months from the date of the employment termination with CPS will be eligible for coverage as of the date of rehire as long as they worked 60 days in their prior employment with CPS.

## Termination of Coverage

An employee's coverage ends when the individual is no longer a member of an eligible class, when the Plan ends, or when the employee retires, terminates employment or dies, whichever is the first to occur.

## CLAIM REPORTING

### When and How to File a Claim

If you meet the eligibility requirements and you have a medical condition that renders you unable to work, you must initiate your claim within 10 calendar days from your date of disability by contacting the **Claim Administrator at 866-251-9251**.

In addition to filing a claim with Sedgwick, an employee must also complete the Family and Medical Leave (FMLA) Application for Employee's Own Serious Health Condition.

### Untimely Reporting of a Claim

If you do not report your claim within 10 calendar days from your date of disability, your disability will be considered from the date it was reported and the time period prior to the reported date will be denied.

# CLAIMS AND PAYMENTS

## Ten Sick Day Exhaustion Rule

For any Period of Disability, the Ten Sick Day Exhaustion Rule requires, prior to the beginning of your Period of Disability that you use ten sick days

Additional rules also apply:

- For new hires, the 10 sick day exhaustion rule will be applied based on prorated months of service.
- The Ten Sick Day Exhaustion Rule is a 12 month rolling look back for each period of disability.

A day may not be used to satisfy the rule if the employee receives any amount of compensation for that day from the Board under Workers Compensation, or any settlement agreement.

## Amount of the Benefit you Receive

The base pay used to calculate your short term disability benefit is:

$$\text{Hourly base pay} \times \text{Scheduled hours} = \text{Weekly base pay}$$

If you have a change in your base pay while on disability, your base pay used to calculate your Short-term disability benefit will be adjusted based on the new salary rate.

## Benefits are Taxable

Short term disability benefits you receive from the Plan are taxable income. Federal and applicable state and local taxes are withheld from benefit payments.

The STD percentage shall be:

- **Calendar Days 1 – 30: – 100%.** During the period beginning on the date of disability, and continuing up to and including the 30<sup>th</sup> day, the percentage shall be one hundred percent of the Daily Rate of Pay.
- **Calendar Days 31 – 60: – 80%.** During the period beginning on the 31<sup>st</sup> calendar day from the date of disability, and continuing up to and including the 60<sup>th</sup> day, the percentage shall be eighty percent of the Daily Rate of Pay.
- **Calendar Days 61 – 90: – 60%.** During the period beginning on the 61<sup>st</sup> calendar day from the date of disability, and continuing up to and including the 90<sup>th</sup> day, the percentage shall be sixty percent of the Daily Rate of Pay.

## **Supplemental Income with usage of Sick Days**

An employee may supplement the STD payment in days 31 – 90 to reach 100% income during such period(s) by usage of sick days from their sick day bank(s). Employee must complete the authorization form and elect the specific banks for deductions. Please note: usage of sick days is not an automatic process. Failure to complete the authorization form within the time period will result in no sick day usage during the eligible period(s), and no retroactive sick day usage will be applied to past claim period(s).

## **Payment of Daily Benefit**

Daily Benefits shall be paid for each regular work day for which the employee would have been scheduled had the employee not been disabled, but only for days during the Period of disability but not in excess of the Maximum Benefit Period. Examples of days not paid by STD include; Holidays, Snow days, and Intercessions.

Due to the duration of summer intercession, claims will be closed as of the last scheduled work date had the employee not been disabled. If the employee remains disabled beginning with the first scheduled work date following the end of the summer intercession, the employee will be responsible for contacting the plan administrator to submit a new claim.

## **Reduction of Benefit Payments**

Benefits paid under the Plan are reduced by the total amount of certain other income for which you may be eligible during any period of disability. These sources of other income are any:

- Any settlement, judgment, or other recovery from any person or entity, including your own automobile or liability carrier which provides benefits that are intended to replace any portion of your pay
- Any amount of STD benefits paid for days determined later that benefits were not due. In the case that there are future benefits, overpayments will be deducted from benefits due.

## **When are Claim benefits payable?**

We will pay benefits biweekly, for the prior period for which we are liable, after we receive the required proof. If any amount is unpaid when disability ends, we will pay it when we receive the required proof.

## **To Whom are Claim benefits payable?**

We will pay all benefits to you, if you are legally competent. If you are legally incompetent, we will pay benefits to the guardian of your estate. If any amount remains unpaid when you die, we will pay your estate.

## When Payments Begin And How Long They Continue

Short-term disability benefit payments begin on the first day after you have exhausted ten sick days from your current fiscal year's allotment. You must be under the care of a physician who verifies, to the satisfaction of the Claims Administrator, that because of your disability you are unable to perform the essential duties of your employment with CPS.

Once you begin receiving short term disability benefits, your benefits continue until the earliest of the following events occurs:

- You no longer have a covered disability under the Plan. Either you are able to resume the essential duties of your regular position or a position at CPS that accommodates your medical restrictions;
- The first day for which you are unable to provide satisfactory medical evidence of a covered disability;
- You do not follow the treatment plan ordered by your physician;
- You fail to cooperate with a scheduled independent medical examination (IME) or functional capacity evaluation (FCE);
- You begin work similar to your work with CPS for wage or profit with another employer or through self-employment;
- You have received benefits for a 90 day period;
- You are incarcerated;
- Your employment ends for any reason, including retirement;
- You die; or
- The Plan terminates.

## Duration of Short-term Disability and Successive Periods of Disability

**Short-term disability** allows you to continue to receive a full or partial salary for up to 90 days in a rolling 12-month period. A **rolling 12-month period** is measured backward from the date you used any Short-term disability. For example, if a requested Short-term disability was to begin on July 1, the 12 months preceding that date would be reviewed to determine whether any Short-term disability time had already been used. If so, that time would be deducted from the remaining amount of Short-term disability time available.

## **Documentation of Disability**

You will be required to provide certain information to Claim Administrator in order to have your request reviewed

1. A signed medical information authorization form
2. Medical documentation of objective findings to support your medical condition from your health care provider

Objective findings of a disability are necessary to substantiate the period of time your physician indicates you are unable to work because of your disability. Objective findings are those your physician observes through objective means, not your description of the symptoms. Objective findings include:

- Physical examination findings (functional impairments/capacity);
- Diagnostic test results/imaging studies;
- Diagnoses;
- X-ray results;
- Observation of anatomical, physiological or psychological abnormalities; and
- Medications and/or treatment plan.

## **Physical Examination**

Claim Administrator may also require you to undergo an independent medical examination and/or a functional capacity test. If you do not cooperate with this request (for example, you fail to keep a scheduled appointment), your benefits may be terminated. If the Claim Administrator requests that you undergo an independent medical examination (IME) and/or a functional capacity evaluation (FCE), the charge for such examination will be at CPS expense.

## **Rehabilitation Services**

At our discretion, we may ask you to participate in rehabilitation services.

## SHORT-TERM DISABILITY COVERAGE EXCLUSIONS

We will not pay benefits for any part of a period of disability:

1. Resulting from a work-related injury for which you are receiving workers' compensation benefits; or
2. Resulting from participation (or as a consequence of having participated in) the commission of a felony; or
3. Resulting from any act of war declared or undeclared, service in the armed forces of any country, performing police duties as a member of any military organization; or
4. Resulting from a cosmetic procedure. However, disability benefits will be paid for reconstructive surgery following a mastectomy; for surgery the Medical Plan determines to be medically necessary; and for complications that prevent your return to work within the normal recovery period for a cosmetic surgery procedure.