

## ***V. SHORT TERM DISABILITY INCOME BENEFITS***

### **A. SCHEDULE OF BENEFITS**

<b>Weekly Benefit Maximum Amount:</b>	\$500 per week
<b>When Benefits Begin:</b>	On the first Working Day after 30 Working Days of Disability
<b>Maximum Duration of Benefits:</b>	52 weeks per Disability Period but not more than 52 weeks in any 24-month period

### **B. WHEN BENEFITS ARE PAYABLE**

Short Term Disability Income Benefits are payable if **you** become Disabled by an **injury** or **illness** while **you** are covered under the Plan. Confinement to your home is not necessary; however, treatment by a legally qualified **physician** or Surgeon (Doctor of Medicine or Doctor of Osteopathy) is required.

The day on which Short Term Disability Income Benefits begin is shown in the “Schedule of Benefits” above.

### **C. AMOUNT OF BENEFITS**

The Weekly Benefit Amount and the maximum Duration of Benefits are shown in the “Schedule of Benefits” above. If Benefits are due for less than a full week, one-fifth of the Weekly Benefit Amount will be paid for each Covered Day of Disability. In no event will Benefits be payable for longer than the maximum Duration of Benefits during any one Disability Period.

Weekly benefits will be reduced by:

- a. The amount **you** receive, or are entitled to receive, as total disability benefits under the Federal Social Security Law (excluding any benefits attributable to your **dependents**; **you** have an obligation to take all necessary steps to secure all Social Security Disability benefits due **you**; **you** and your attorney, if **you** engage an attorney to assist **you** in recovering Social Security Disability benefits, will be required to sign a reimbursement agreement, in a form approved by the Trustees, which will protect the Fund’s right to recover from your Social Security Disability benefits; the amount of Social Security Disability benefits by which your benefits from the Fund are reduced will be the amount **you** receive net of the attorney fees **you** incur (but not more than the amount allowed under the Social Security law) to obtain Social Security Disability benefits; and

- b. The amount of Social Security normal or early retirement benefits **you** actually receive, after the first six months of your disability; and
- c. The amount of unemployment compensation benefits **you** receive during your disability.

FICA and **Medicare** tax will be withheld from your disability benefits as required by law.

#### **D. EXCLUSIONS AND LIMITATIONS**

No benefits will be paid for any day of Disability:

- Prior to the first day on which **you** are personally treated by a legally qualified physician for the injury or illness causing your Disability.
- With respect to which **you** receive a pension benefit under the Plumbers and Fitters Local 101 Pension Plan.

No benefits will be paid for any Disability:

- a. Due to an Injury arising out of or in the course of any occupation for wage or profit or an illness for which **you** are entitled to benefits under any Workers' Compensation or Occupational Disease Law, or any such similar law.
- b. Due to an intentionally self-inflicted Injury or Illness, unless such Injury or Illness results from a medical condition (including both physical and mental conditions).
- c. Due to an Injury or Illness resulting from your driving under the influence of alcohol in excess of the legal limit or an illegal controlled substance.
- d. Due to an Injury or Illness resulting from your conduct that constitutes a felony under applicable law, whether or not **you** are charged or convicted.
- e. Unless **you** were covered under this Plan based on active hours (not banked hours) for at least one of the two calendar quarters immediately preceding commencement of the Disability.

The Plan's Rights to Subrogation and Reimbursement provisions, described beginning on page 92, apply to these short term disability benefits as well as the other benefits provided by the Plan.

## **E. DEFINITIONS**

For purposes of the Short Term Disability Benefit provisions of the Plan:

“**Covered Day of Disability**” means each Working Day, which is not excluded from the payment of Benefits by the Limitations and Exclusions provision, beginning with the day on which Benefits begin for any one Disability Period.

“**Disability**” or “**Disabled**” means your inability due to Illness or Injury to perform the duties of your own job.

“**Disability Period**” means:

- a) any one absence from work because of Disability due to one or more causes;
- b) any two or more absences from work because of Disability due to the same or related causes, except that any two such absences from work which are separated by your return or medical release to return to active work on a full-time basis for at least four weeks will be considered to have occurred in separate Disability Periods; or
- c) any two or more absences from work because of Disability due to entirely unrelated causes, except that any two such absences from work which are separated by your return or medical release to return to active work on a full-time basis for at least one full day will be considered to have occurred in separate Disability Periods.

“**Injury**” means only an **accidental** bodily **injury** caused by a sudden and unforeseen event, definite as to time and place.

“**Illness**” means only a deviation from the normal healthy state resulting from disease, which requires treatment by a **physician** and is not otherwise excluded from coverage under the Plan; or from pregnancy.

“**Weekly Earnings**” means your current straight-time hourly rate of pay times the average number of hours **you** worked per week during the 36-month period (or your full period of bargaining unit employment if less than 36 months) immediately prior to the date your Disability began.

“**Working Day**” means a day on which **you** are normally scheduled to work.