

SHORT-TERM DISABILITY PLAN

University of St. Thomas

SUMMARY PLAN DESCRIPTION

The following information describes the provisions of the University of St. Thomas Short-Term Disability Plan.

The University of St. Thomas Short-Term Disability Plan is sponsored and maintained only by the University of St. Thomas (hereinafter called the “University”). The business address and other pertinent information relating to the University and this Plan are as follows:

Plan Sponsor:	University of St. Thomas 2115 Summit Avenue Mail #AQU 217 St. Paul, MN 55105-1096
Telephone #:	(651) 962-6510
Employer I.D. Number:	41-0693970
University’s Fiscal Year:	July 1 through June 30
Plan Year:	November 1 through October 31
Records Maintained:	Plan Year Basis and Reported to employees on Calendar Year Basis as Taxable Income
Plan Number:	500
Funding:	The Plan is self-funded by the University
Contributions:	The cost is paid by the University
Type of Administration:	The Plan is administered by the University.

The Plan Administrator of the University of St. Thomas Short-Term Disability Plan is Edna Comedy, Associate Vice President of Human Resources. Inquiries and official notices with respect to the Plan should be directed to her at the business address or telephone number of the University. The Plan Administrator is the designated agent of the Plan for service of legal process and may be served at the University.

QUESTIONS AND ANSWERS

1. Eligibility

1.1 *Who may become a Participant in the Plan?*

Only employees of the University are eligible to become Participants in the University of St. Thomas Short-Term Disability Plan.

1.2 *Are all employees of the University eligible to participate in the Plan?*

No. Only the following categories of employees are eligible to participate in the Plan:

- (a) A full-time regular faculty employee with a contract to teach 6 courses each academic year, a minimum of 3 courses in consecutive semesters;
- (b) An administrative (exempt) employee, if s/he is regularly employed in a position approved to work an authorized .625 FTE or greater;
- (c) A staff or service (non-exempt; hourly paid) employee if s/he is regularly employed in a position approved to work an authorized .625 FTE or greater.

Except that the following groups will not be eligible:

- (d) A Priest of the Archdiocese of St. Paul-Minneapolis;
- (e) An employee who is included in a unit of employees covered by collective bargaining agreement between representatives and one (1) or more employees, if there is evidence that short-term disability benefits were the subject of good faith bargaining between such employee representatives and the University and short-term disability benefits are not provided in the collective bargaining agreement;
- (f) A person whose employment by the University is incidental to his/her educational program, such as a student work-study employee;
- (g) A person employed on a temporary or seasonal basis; or
- (h) An administrative, staff or service person employed in a position approved to work less than .625 FTE.

1.3 ***Are all employees eligible for commencement of participation in the Plan at the same entry date?***

No. All employees who were Participants in the University of St. Thomas Short-Term Annuity Plan on November 1, 1978, are automatically Participants in the Plan. Thereafter, an employee's eligibility will be dependent upon the classification into which s/he is employed, as follows:

- (a) A faculty or administrative (exempt) employee shall become eligible on the first day of the first calendar month following or commencing with employment, except that for employment commencing on the first day of the month, the entry date will be the date of employment.
- (b) A staff or service employee (non-exempt; hourly paid) shall become eligible on the first of the month following the continuous employment of 6 full months.

1.4 ***Are eligible employees entitled to automatically receive benefits?***

No. Payment of benefits is dependent upon the employee having a medically-approved illness or injury as outlined in Section 3 of this Plan, subject to exclusions and exceptions outlined in Section 2.6.

1.5 ***Are there conditions to receiving benefits?***

Yes. As a condition of participation and receipt of benefits the Participant agrees to:

- (a) Provide a medical practitioner's statement to the University's Plan Administrator on a timely basis prior to being approved for benefits which should include:
 - that the employee is under the care of the medical practitioner;
 - the nature of the illness or injury causing the disability;
 - the date the current illness or injury commenced;
 - the date when the medical practitioner expects the employee may be able to return to work;
 - whether or not the employee is totally disabled and incapable of working; and

- (b) After a period of disability, provide ongoing medical updates every thirty days from the medical provider.
- (c) Consent to inquiries by the Plan Administrator or his/her delegate with respect to any physician or other provider of service involved in a claim under this Plan.
- (d) If requested by the University, consent to see a medical practitioner selected by the University to examine the Participant physically, psychologically or psychiatrically, at the University's expense, prior to being approved to receive benefits or for continuation of benefits.
- (e) Follow the recommendations of the physician selected by the University. Failure to follow the recommendations of the University selected physician will make the Participant ineligible to receive, or continue to receive, benefits under this Plan.

Participants should refer to Section 2.6 herein for additional conditions to receiving benefits under this Plan.

1.6 *When does participation end?*

A Participant is no longer eligible for coverage under this Plan after the earliest of the following dates:

- (a) If a faculty employee:
 - is not being offered a new contract for the next following academic semester or academic year, the Participant will cease to be eligible for benefits on the last day on which s/he provides services under the current contract or at the end of the academic semester;
 - having been offered a new contract, has not renewed his/her employment contract with the University for the next following academic year, or has provided a written intent to separate from the University, the Participant will cease to be eligible for benefits on the last day on which s/he actively provides services under the current contract or at the end of the academic semester; or
 - is no longer in a class of employees eligible to be covered under the Plan.

Except that benefits will not cease for a faculty employee during an approved “sabbatical leave.”

- (b) If an administrative, staff or service employee:
- on the last day of employment prior to separation from the University;
 - on the last day of his/her planned employment when the employee has provided a verbal or written notice of intent to separate from the University;
 - who is no longer in a class of employees eligible to be covered under the Plan; or
 - except as provided elsewhere in this Plan, cessation of active work by reason of separation from employment, unpaid leave of absence, including unapproved absences of more than two days, temporary layoff, or total or partial suspension of employer’s operations.

1.7 ***What information does an employee have to submit when he/she is medically released to return to work?***

When an employee is released by his/her medical provider to return to work, the employee must contact a representative in the Human Resources Department – Benefits Section and provide his/her Fitness for Duty Report (or medical release to return to work). The Human Resources representative will work with the employee’s supervisor to determine a return to work date, which will be communicated to the employee.

1.8 ***What is the impact on short-term disability if an employee becomes disabled again after returning to work?***

If an employee returns to work full-time from a short-term disability leave but is absent from work during the first 30 consecutive days of his or her return due to the same medically approved illness or injury, that absence shall be counted as the same or continuing disability. Short-term disability benefits may be resumed.

If the absence is due to a new disability, the University will work with its long-term disability carrier to determine whether the employee is required to satisfy a new 180-day elimination period for long-term disability benefits. If a determination is made that a new elimination period is not required, the absence shall be counted as the same or continuing disability. Conversely, if the employee's absence due to a new injury or illness does not qualify towards the 180-day elimination period, then the provisions of the University's short-term disability policy shall apply.

1.9 ***Are there light duty assignments if an employee is medically released to return to work with temporary restrictions?***

When the employee's medical provider releases him or her to work with temporary restrictions, for which the supervisor reasonably can accommodate or provide a "light duty" assignment that the employee is medically able to perform, the employee will no longer be eligible for short term disability benefits. If the supervisor cannot reasonably accommodate the temporary work restrictions or cannot provide a "light duty" assignment, the employee will remain on short-term disability.

1.10 ***What is the policy governing an employee who is released to return to work but with permanent restrictions?***

When the employee's medical condition requires a permanent restriction, the employee should request accommodation, if necessary, and engage in a good faith interactive conversation with the supervisor and a Human Resources Department representative to determine whether:

- (a) the employee can fulfill the essential job requirements with or without restrictions; and
- (b) there are reasonable accommodations that would permit the employee to perform the essential functions of the job.

1.11 ***Are positions held for employees on short-term disability?***

Positions for employees on an approved short-term disability leave will be held for at least 12 weeks but not longer than 6 months. If an employee is not released to work before the end of this period, their position will be posted and filled. If an employee receives a medical release after this 6 month period, the employee is eligible to apply for any open position at the University for which they are qualified. The University cannot guarantee re-employment.

1.12 ***What happens when short-term disability ends?***

Employees who are not medically released to return to work within the 6 month period may be eligible for long-term disability. If an employee is not medically able to return to work within that 6 month period, the long-term disability application process will be initiated while the employee is receiving short-term disability benefits.

If short-term disability ends before a long-term disability eligibility decision is reached, the employee shall be placed on an unpaid medical leave of absence until the determination is made. During the unpaid medical leave of absence, the employee will be eligible for benefits through the University's health care program (medical, dental, vision and life).

If the employee is deemed ineligible for long-term disability benefits, his or her unpaid medical leave of absence shall end at that time, and the employee will be offered COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage.

2. Benefits

2.1 ***How long are Participant's eligible to receive short-term disability payments under the plan?***

Participant's are eligible to receive short-term disability benefits under the Plan for a maximum of a 6 month period for the same or continuing disability.

2.2 ***Are benefits paid on a Participant's total compensation?***

No. Benefits are paid on a Participant's pre-disability salary or wages on the base or contract salary or wages for which the position was approved to work, but exclusive of overloads, overtime, summer school contract, shift premium, bonuses or commissions, or any form of 'extra' income.

2.3 ***Are all Participants in the Plan eligible to receive the same benefit at the same time?***

No. The classification of the employee will determine the level of benefits and the date they begin receiving the benefit as follows:

- (a) A faculty employee or an administrative (exempt; salaried) employee will receive the following benefits commencing on the first day of the disability:

- 100% of pre-disability salary during the 1st and 60th day of disability;
 - 80% of pre-disability salary during the 61st and 120th day of disability; and
 - 60% of pre-disability salary during the 121st and 160th day of disability.
- (b) A staff or service (non-exempt; hourly paid) employee will receive the following benefits commencing on the 8th calendar day of the disability:
- 100% of pre-disability salary during the 8th and 60th day of disability;
 - 80% of pre-disability salary during the 61st and 120th day of disability; and
 - 60% of pre-disability salary during the 121st and 180th day of disability.

2.4 ***Are there limitations on benefits and/or participation periods?***

Yes. Some restrictions apply to all classifications of employees while others apply only to specific classifications.

- (a) Prior to any employee meeting the entry date, eligibility requirements, and participation conditions, no coverage shall become effective on a date when a person is for any reason not actively at work.
- (b) If after returning to work full-time following a period of receiving benefits under this Plan (for either total or partial disability) an employee has a reoccurrence of the same medically approved illness or injury, benefits may be resumed without interruption depending on the length of absence of the Participant.
- (c) If a Participant is a faculty employee who ceases active, full-time employment due to a “sabbatical leave” approved by the University, eligibility for benefits under this Plan will continue.

2.5 *Are there limitations or offsets on benefits an employee may receive?*

Yes. The benefits indicated in Section 2.2 may be offset by other University-provided benefits, or benefits the employee is entitled to receive because of the same disability as follows:

- (a) For all employees, disability benefits payable under this Plan will be offset by payments received by the Participant from any other sources, including, but not limited to, workers' compensation, primary Social Security disability benefits, disability benefits received through a pension plan to which the University has made contributions, or other formal programs to which the University has made contributions for the Participant's welfare.
- (b) If the injury is sustained by the Participant as a driver, passenger, or pedestrian in an accident or any other type of event, benefits received under this Plan will be offset by the amount claimant is entitled to receive under any group or individual automobile insurance or any other insurance for disability due to such injury. If payment from the insurer is delayed or is uncertain at the time of payment of the short-term disability, benefits may be paid to the eligible Participant during the period of his/her approved disability if the Participant agrees to reimburse the University to the extent of the benefits received under this Plan. In the event the Participant is unable to consent to such an agreement in writing, acceptance of benefits under this Plan by the Participant will signify agreement with this provision.
- (c) Since an employee may not receive benefits under more than one leave plan at the University at the same time, if the Participant is absent from the University while receiving benefits under another one of the University's leave plans, s/he may not receive benefits under this Plan until the decision is made under which plan the employee will receive benefits.
- (d) If the Participant is an administrative, staff or service employee approved to receive short-term disability benefits, s/he does not receive holiday pay, does not accrue vacation or sick leave, and does not receive salary increases until the employee returns to active employment.

2.6 ***Are there exclusions and exceptions to providing benefits under this Plan?***

Yes. Under certain conditions, no benefits will be paid to an employee if:

- (a) The injury or illness is sustained by the employee under any of the following situations:
 - the injury or illness is sustained as a direct result of employment outside the University;
 - an accidental bodily injury or resulting illness sustained due to intentional self-inflicted means;
 - an injury caused by war, whether declared or undeclared, or any act of war;
 - while participating in, or in consequence of having participated in, the commission of an assault or felony; or
 - that portion of any period of disability when the employee is confined to any penal or correctional institution as a result of conviction for a criminal or other public offense.
- (b) The Participant is absent from the University while receiving benefits under another one of the University's leave plans, s/he may not receive benefits under this Plan since s/he may not receive benefits under more than one leave plan at the University at the same time.
- (c) Employees who are working under approved medical restrictions which limit their physical activities will become ineligible to receive benefits if they intentionally perform duties outside their restrictions.

3. Disabilities Covered

3.1 *What is the definition of disability under this Plan?*

To be considered disabled under this Plan, a Participant must be unable to work for reasons of medically-approved illness or injury.

- (a) The initial disability must be total. The Participant is determined to be totally disabled if s/he is unable to perform the essential functions of his/her occupation.
- (b) Engaging by the Participant in activities which are inconsistent with the nature of the limitation(s) of the claimed disability may result in termination of benefits under the Plan.
- (c) The disability must result from an accidental bodily injury or an illness.

3.2 *Is proof of disability required to receive benefits?*

Yes. A Participant must submit the proof of disability as set forth in Section 1.5 (a).

OTHER IMPORTANT PROVISIONS

1. University's Right to Amend or Terminate the Plan

The University reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of this Plan (including any related documents and underlying policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in writing and endorsed on or attached to the Plan. If the Plan is terminated, such termination will not affect a payable claim.

2. How to File a Claim

If you wish to file a claim for benefits, you must make your application for benefits to the University, as well as provide sufficient medical evidence in support of your claim. Such evidence may consist of records from your doctor, narrative reports, x-rays and any other medical records, as well as evidence that you continue to be under the appropriate care and treatment of a physician. If you have any questions about what to do, you or your authorized representative should contact the University directly.

3. Claims Procedure

The University will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if the University both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstance requiring the extension of time and the date by which the University expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information with the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information with the time specified, the University may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- (a) state the specified reason(s) for the determination;
- (b) reference specific Plan provision(s) on which the determination is based;
- (c) describe additional material or information necessary to complete the claim and why such information is necessary;
- (d) describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- (e) disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provide free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

4. Appeal Procedures

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the Plan Administrator. A decision on review will be made not later than 45 days following receipt of the written request for review. If the Plan Administrator determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). The Plan Administrator will notify you in writing if a 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, the Plan Administrator may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by the Plan Administrator and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, the Plan Administrator will consult with a health professional with appropriate training and experience. The health professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, the Plan Administrator will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- (a) the specific reason(s) for the determination;
- (b) a reference to the specific Plan provision(s) on which the determination is based;

- (c) a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- (d) a statement describing your right to bring a civil suit under federal law;
- (e) the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- (f) the statement that “You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency”.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

5. Your Rights Under ERISA

As a Participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

5.1 *Receive Information About Your Plan and Benefits*

Examine, without charge, at the Plan Administrator’s office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

5.2 ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

5.3 ***Enforce Your Rights***

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the material were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

5.4 *Assistance with Your Questions*

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.