

**ASPIRUS**

**SHORT-TERM DISABILITY PLAN**

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## 1. INTRODUCTION

The Aspirus Short-Term Disability Plan is designed to minimize financial hardship by providing partial income replacement when an eligible employee becomes disabled from a non-work related illness or injury while actively employed by Aspirus.

## 2. PLAN INFORMATION

The following is a summary of the key features of the short-term disability plan.

### **a. Eligibility**

Non-union employees whose current budgeted weekly FTE (Full Time Equivalency) is 24 hours (0.6 FTE), or more are eligible to receive short-term disability benefits for absences resulting from a certified non-work related illness or injury. An employee must have worked for Aspirus for 90 continuous calendar days, with no break in service, and satisfied the elimination period after the 90-day period. Non-benefit eligible status employees are not eligible for short-term disability benefits.

MN Market Employees

- ASL IUOE, USW Tech, USW Cheq unions will follow this plan design.
- All other MN unions refer to your collective bargaining agreement for benefit coverage amount, eligibility, and effective date.
- MN Providers with a contract agreement through St. Lukes will continue to follow the contract terms regarding short-term disability benefits.

WI/MI Union Employees

- Refer to your collective bargaining agreement for benefit coverage amount, eligibility, and effective date.

### **b. Elimination Period**

An elimination period is defined as seven (7) consecutive full calendar days in which the employee has no hours worked due to non-work related employee illness or injury. The elimination period must be satisfied before benefits can begin.

### **c. Enrollment**

There is no enrollment needed. An employee is eligible to participate once the eligibility requirements are met.

### **d. Employee Contributions**

Short-term disability is provided at no cost to eligible employees.

**e. Amount of Coverage**

- Directors, Managers, Supervisors, and Individuals Contributors with a 0.6 FTE or higher will receive 60% of their regular rate of pay.
  - Regular rate of pay is determined by an employee's hourly rate of pay (referred to as base rate of pay) multiplied by the employee's budgeted FTE at the time short-term disability benefits commence for non-work-related illness or injury. Regular rate of pay does not include any time exceeding the employee's budgeted FTE, overtime, premiums, shift differentials, incentives, bonuses, or other types of premium pay.
- CEO/President, Physicians, Advance Practice Clinicians (APC), CRNAs, Senior Vice Presidents, Presidents, and Vice Presidents with a 0.6 FTE or higher will receive 66.67% of their base rate of pay.
  - Physician and APC base rate of pay for disability benefits will be calculated at 66.67% of eligible compensation using a rolling 12 month look back period. Eligible compensation is defined as all earned wages, less fringe benefits, signing bonuses, loan repayment and expense reimbursements. The look back period for length of employment of less than 12 months will be prorated based on start date.
  - For all others, base rate of pay for disability benefits will be calculated using the employee's base rate of pay multiplied by the employee's budgeted FTE at the time short-term disability benefits commence for non-work-related illness or injury. Regular rate of pay does not include any time exceeding the employee's budgeted FTE, overtime, premiums, shift differentials, incentives, bonuses, or other types of premium pay.

**f. Benefits Begin**

If granted short-term disability benefits, benefit payments start on the first full workday following the completion of the elimination period due to a certified non-work related employee illness or injury (the 8<sup>th</sup> day).

**g. Duration of Benefits**

If short-term disability benefits are granted, benefits may be paid up to a maximum of 180 days for an employee's certified non-work-related illness or injury. The benefit duration from one (1) to 180 days is determined at the discretion of Aspirus, through its Plan Administrator. Benefits paid for days of partial disability or between days of full or partial disability are considered full days and applied towards the 180-day maximum duration and are not prorated. If application for short-term disability benefits is made after workers' compensation benefits end or are denied, any days paid for the disability under worker's compensation are counted toward the 180-day maximum and will not be paid through the short-term disability plan. Short-term disability benefits do not accrue, accumulate or vest. The Plan Administrator is the final authority on benefit determination.

**h. Benefit Limits**

Employees who have applied for or are receiving Workers' Compensation payments will not receive short-term disability benefits.

Disability eligibility will end once an employee has separated employment or is no longer benefit eligible (less than 24 hours per week - 0.6 FTE).

**i. State Paid Leave or Federal Disability Payments**

State paid leave programs or federal programs such as Social Security may also provide disability or leave payment benefits to employees who qualify. short-term disability benefits through Aspirus will be reduced by the calculated benefit available under state paid leave programs and/or benefits received under a federal program. The combination of short-term disability, state paid leave, earned paid leave banks and/or other disability programs will not exceed 100% of weekly gross wages.

**j. Short-Term Disability Plan May Be Amended or Terminated.**

Aspirus reserves the right to modify, suspend, change or terminate the short-term disability plan at any time. In addition, Aspirus does not guarantee the continuation of any short-term disability benefits during employment, nor does it guarantee any specific level of benefits or contributions. Aspirus determines benefits at its discretion. Aspirus can terminate benefits or modify the duration of benefits at any time. Participants/Employees should make no assumptions about any possible future changes unless a formal announcement has been made by Aspirus.

**3. EMPLOYMENT-RELATED EVENTS**

**a. Separation/Termination**

Upon separation/termination of employment, an employee is no longer eligible for short-term disability benefits. The documented date of separation (resignation)/termination will be the last day paid under short-term disability, regardless of the benefit amount available under the plan.

**b. FTE Status Changes**

If an employee's permanent FTE reduces below 0.6 FTE while receiving short-term disability benefits, benefits will cease. If the employee remains benefit eligible but their FTE is increased or decreased permanently while receiving benefits, benefits will be changed to reflect the new permanent FTE for the duration of the benefit period.

**c. Transfers**

If an employee transfers within the Aspirus system, and remains at a benefit eligible FTE, participation in the short-term disability plan will not be affected.

**4. APPLICATION PROCEDURE**

**a. Procedure**

An employee who is or will be off work due to a non-work related illness or injury must contact the Plan Administrator 30 days prior to their scheduled leave or as soon as possible and practical to complete the required documentation. For planned medical treatment, employees must consult with their manager prior to scheduling the treatment to determine a schedule that minimizes disruption to the employer's operations. In emergent cases, where advance notice was not possible, the employee must contact the Plan Administrator no later than 7 days after the leave commences. If the employee fails to provide the proper notice, the Plan Administrator may deny the request for benefits.

Employees, their beneficiaries (if applicable) or any individual duly authorized by the employee (hereinafter Applicant) have the right to request and file an application for benefits with the Plan Administrator.

Required documentation must be completed in full by the Applicant and the treating healthcare provider. It is the responsibility of the Applicant to submit the appropriate documentation to their health care provider for completion and return completed documentation to the Plan Administrator for processing. All documentation must be received by the Plan Administrator by the due date indicated (typically within 18 days of the request). Payment of benefits will not be provided until documentation from the health care provider is received and approved by the Plan Administrator. Failure to submit the completed documentation from both the Applicant and the health care provider by the deadline indicated will result in a denial of benefits.

Health Care Provider is defined as a licensed physician, nurse practitioner, chiropractor, dentist, podiatrist, physical therapist, optometrist, psychologist; certified occupational therapist, occupational therapy assistant, respiratory care practitioner, acupuncturist, social worker, marriage and family therapist, professional counselor, speech-language pathologist or audiologist; and Christian Science practitioner.

Upon receipt of the completed documentation from the health care provider, the Plan Administrator will review to ensure the employee is under the regular care and treatment of the health care provider and will evaluate the diagnosis and treatment through disability guidelines. Guidelines determine the length of time benefit payments will be made under the current disability plan. Aspirus reserves the right to require certification be completed by a health care provider specializing in the condition for which they are incapacitated. Regular

care and treatment are defined as planned treatment that follows current standards of medical practice. It must be adequate and appropriate for the diagnosis/condition, and the employee must comply with all aspects of the recommended treatment plan.

If an Applicant needs to request an extension of benefits, no additional benefits will be paid until medical documentation that supports the need to extend short-term disability benefits is completed by the health care provider and is reviewed for medical necessity under the plan and guidelines.

Short-term disability benefits may be denied based on eligibility, indicated treatment, diagnosis or compliance with treatment plan. If benefits are denied, the Applicant may request information on how to file an appeal.

Employees may not perform any work from home or off-site (e.g., checking e-mail, working on performance appraisals, or completing required training) while receiving benefits without clearance from their health care provider.

***b. Application Denial***

If an application is denied, the Applicant will receive a written notice from the Plan Administrator with a decision within 30 days after the Plan Administrator receives the application.

If the Plan Administrator needs more than 30 days to decide, the Applicant will be notified in writing within the initial period of the need for additional 30 days; including the reason more time is required.

***c. Appeal Procedures***

Applicants have 30 days from the date of the denial to appeal by contacting the Plan Administrator.

If an application for benefits is denied or if the Applicant believes that benefits under the Short Term Disability Plan for which the Applicant has applied and were granted have not been provided, an appeal process is available. An Applicant is entitled to request a copy of the Short Term Disability Plan when preparing their appeal.

***i. Initial Appeal:***

The Applicant may file an initial appeal in writing to the Plan Administrator within 30 days after the denial is received. The Initial appeal shall be sent directly to the Plan Administrator (see "Important Contacts"). The Applicant must submit written documentation with their appeal that supports their position for a disability claim, which may include: the reason they are appealing the decision, any written Health Care Provider notes, medical documents, medical records and any other information they believe relevant to the application, even if they were not submitted with the original claim. Upon request, they will also have access to, and the right to obtain copies of, all documents, records and

information relevant to the claim, free of charge, which are in possession of the Plan Administrator.

The Plan Administrator will conduct a full review of the information submitted in the application file and any new information submitted with the written appeal. The Plan Administrator will make a final decision within 45 days after receiving the Applicant's written appeal notice.

**ii. Final Appeal:**

If applicant is denied following the initial appeal, the Applicant may file a final appeal in writing to the Plan Sponsor within 30 days of the date of the initial appeal determination. Final appeals will be submitted to the Plan Administrator and forwarded to the Plan Sponsor for determination.

Applicants' final appeals, which are received timely and according to the procedures described in this section, will receive final written determination from the Plan Sponsor regarding request for appeal within 45 days of receipt of Applicant's final appeal request.

Appeals which do not meet the established time limits or procedures of this section will not be considered and will remain denied.

## **5. COMMUNICATION/IMPORTANT CONTACTS**

**a. Communications**

All determinations will be in writing.

**b. Short-Term Disability Plan Sponsor.**

The Plan Sponsor has the full discretionary authority and power to control and manage all aspects of the short-term disability plan, to determine eligibility for short-term disability plan benefits, to determine benefits and duration of benefits, to interpret and construe the terms and provisions of the short-term disability plan, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the short-term disability plan as they may deem appropriate in accordance with the terms of the short-term disability plan and all applicable laws.

Plan Sponsor:  
Vice President System Total Rewards  
(715) 847-0498  
2200 Westwood Drive  
Wausau WI 54401

**c. Disability Benefit Plan Administrator.**

The Plan Sponsor may allocate or delegate its responsibilities for the Administration of the short-term disability plan to others and employ others to carry out or render advice with respect to its responsibilities under the short-term disability plan, including discretionary authority to interpret and construe the terms of the short-term disability plan, to direct disbursements, and to determine eligibility for and granting of short-term disability plan benefits.

Questions regarding benefits should be addressed to the Plan Administrator. The Plan Administrator is authorized to advise on short term disability benefits. For this reason, statements made by unauthorized personnel cannot bind Aspirus. Please note that participation in the short-term disability plan is neither an offer nor a guarantee of future employment.

**d. Plan Administrator**

Contact the Plan Administrator for any questions regarding short-term disability benefits at:

UNUM  
866-868-6737

**6. GENERAL PROVISIONS**

**a. Definition of Disability**

Person is considered “disabled” when the Plan Administrator determines that they cannot perform any of the essential functions of their occupation as before the disability due to non-work related illness or injury and are unable to be accommodated at another job within the company.

A person can also be “partially disabled”. For purposes of this Plan, a person is considered partially disabled if the Plan Administrator determines they can perform some but not all the essential functions and/or schedule of occupation as before their disability due to non-work related illness or injury and are unable to be accommodated at another job within the company.

Cosmetic procedures generally do not meet the qualifications of a disability per the organization’s health insurance and will not be covered under short-term disability benefits. A cosmetic surgery for purposes of reconstruction following a non-work related illness or injury, that requires an overnight stay in the hospital resulting from complications of a previous surgery or illness may qualify as a disability under the Aspirus plan description and Plan Administrator’s discretion.

**b. Application for Short-Term Disability Benefits**

If an employee is or will be off work due to a non-work related employee illness or injury, the employee must contact the Plan Administrator to discuss eligibility and request the process and documentation required to apply for benefits.

**c. Short-Term Disability Payments Through Payroll**

Short-term disability payments are made through the regular Aspirus payroll process and are treated as income, thus subject to state and federal taxation. In addition, employees' elected benefit premiums and contributions will continue to be deducted through the regular payroll process.

**d. Short-Term Disability Payments for Birthing Parent**

Short-term disability benefits for the employee for the birthing parent will be paid for 5 weeks following the completion of the 7 consecutive day elimination period which begins on the date of delivery (for a combined total of 6 weeks). Additional disability benefits may be available if medical documentation supports an extension of benefits.

**e. Short-Term Disability Benefits End**

Short-term disability payments will cease when any one of the below events occur:

- an employee is no longer disabled according to the definition above
- the employee is released to return to work by their Health Care Provider
- meets the maximum benefit duration of 180 days
- on the employee's documented last day of employment
- the employee's permanent status changes and is no longer benefit eligible (less than 0.6 FTE).

**f. Short-Term Disability Benefit Calculations and Days Worked**

If granted benefits, the monetary amount of short-term disability benefit depends on:

- satisfying the 7 calendar day elimination period (8<sup>th</sup> day of leave)
- base rate of pay, see "Amount of Coverage" section above
- current budgeted FTE hours and rate of pay per pay period
- any actual hours worked during the approval period
- other state or federal paid leave programs

An Employee may be released to work partial hours with written approval from the treating health care provider and the ability to accommodate any documented restrictions. Wages may be supplemented by the short-term disability plan while partially disabled up to the 180 day maximum benefit period less any state or federal paid programs. The employee will need to supply the restricted work schedule to the Plan Administrator for payment of

short-term disability benefits on a weekly basis. Worked hours will be paid at full rate of pay.

***Example 1:***

An eligible employee is disabled due to a non-work related illness or injury for 14 days with their illness, starting on a Monday. The employee's base hourly wage is \$20.00 per hour and their FTE is budgeted at 8 hours per day, Monday through Friday.

The elimination period may require the use of time off benefits per policy up to your FTE. The second week would be paid \$480 under the plan. The calculation for the disability payment is as follows: \$20.00 X 5 days at 8 hours per day totals \$800.00 in pre-disability earnings. \$800.00 X 60% (the benefit coverage amount) totals \$480 which would be paid with the employee's corresponding paycheck after approval by the Plan Administrator.

***Example 2:***

After meeting the 7 consecutive calendar day elimination period, an eligible exempt or non-exempt employee returns to work on a reduced daily schedule of 4 hours per day for five days. The employee's base hourly wage is \$20.00 per hour and budgeted FTE is 40 hours per week.

While partially disabled, the employee works a reduced schedule of 4 hours per day for 5 days, or a total of 20 hours. If short-term disability benefits are granted, the employee would receive normal wages of \$400.00 (\$20.00 per hour for 20 hours) and the short-term disability benefit payment of 20 hours X \$20.00 X 60%, or \$240 for that week in the time period that benefits are granted. The benefit payment and normal wages payment is paid on the employee's corresponding paycheck after approval by the Plan Administrator.

**g. Supplement Short-Term Disability with Paid Time Off (PTO)**

If benefits are granted, payment of short-term disability benefits for a certified disability will begin after 7 consecutive calendar days of incapacitation due to the non-work related illness or injury. An employee may choose to utilize accrued/earned PTO or sick bank to supplement their benefit payments up to 100% of the employees budgeted FTE and pay. PTO or sick bank may be required during the elimination period unless stated otherwise per the region's policies.

All hours paid during the approved disability period including PTO, Sick Bank, regular salary/hours worked, worker's compensation and short-term disability will count towards the 180-day benefit limit. If an employee wishes to supplement short-term disability benefits with PTO/sick bank, they will need to inform the plan's payroll administrator.

Payments of PTO/Sick bank, hours worked, state and federal programs and short-term disability benefits cannot be combined to exceed budgeted weekly wages.

**h. Working While on Short-Term Disability**

Employees may not perform any work onsite or off-site, e.g., checking e-mail, working on performance appraisals, or completing required training, without prior written release from their Health Care Provider and approval in advance of performing the work from their manager. If approved, the employee must report time worked to their manager and the plan's payroll administrator. Short-term disability benefit payments will be reduced by hours worked.

**i. Consecutive Non-Work Related Illness or Injury**

The following chart outlines benefit payments if an employee experiences consecutive non-work related illness or injury and granted benefits according to the Plan Administrator. Each request for short-term disability benefits or extension of benefits requires a new claim form.

| <b>If returned to work for:</b>                                                  | <b>Short-term disability benefits resume on:</b>                                | <b>In determining the duration of benefits:</b>                                                    |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| less than 14 consecutive calendar days                                           | No Elimination period:<br>The first day of absence due to disability            | The previous absences will be counted toward the 180 maximum                                       |
| at least 14 consecutive calendar days but less than 90 consecutive calendar days | New Elimination period:<br>The eighth calendar day of absence due to disability | The previous absence, including any partial return to work, will be counted toward the 180 maximum |
| at least 90 consecutive calendar days                                            | Elimination period: The eighth calendar day of absence due to disability        | Resets to benefit maximum of 180 calendar days of short-term disability.                           |

**j. Continued Disability After Benefits Exhaust**

If an employee remains disabled after 180 calendar days, whether granted short-term disability benefits up to the maximum or not, an employee may be eligible for benefits under the Aspirus Long Term Disability Plan. They must contact the Plan Administrator for further details. An employee is not eligible to receive both short-term and long-term disability benefits.

**k. Requirements to Be Eligible for Payment**

To be eligible for payment of short-term disability benefits, an employee must:

- i. Meet the definition of disability as stated above.
- ii. Report the non-work related illness or injury to the Plan Administrator per the plan document guidelines; when it is known that an absence is or will be due to incapacitation.
- iii. To certify the disability, the Plan Administrator must receive the application, fully completed by both the employee and the treating

health care provider by the deadline indicated; forms are typically due within 18 consecutive calendar days after reporting the non-work related illness or injury to the Plan Administrator.

- iv. Be under the regular care and treatment of a Health Care Provider, that follows current standards of medical practice. Aspirus reserves the right to require certification be completed by a Health Care Provider specializing in the condition for which they are disabled. Regular care and treatment must be adequate and appropriate for the diagnosis/condition and the employee must comply with all aspects of the recommended treatment plan.
- v. During the approved disability period, if the employee intends to leave the state in which they reside for more than 72 consecutive hours, the employee must inform the Plan Administrator prior to departure. In addition, will have to be required to submit a note from their Health Care Provider indicating they are medically approved for travel in order to receive benefit payments during the time away from home. The employee must continue to provide satisfactory proof of disability and evidence of proper care.

**I. Excluded for Eligibility of Short-Term Disability Benefits**

- i. Any disability which results from service in the armed forces of any country or results from an act of war.
- ii. Any disability arising from participation in an illegal act.
- iii. Any disability while incarcerated.
- iv. Any work-related disability.
- v. Any procedures deemed not medically necessary
- vi. Calculated benefit made by a paid state leave program (i.e. MN Paid Family Leave).

**m. Short-Term Disability Impact on State or Federal Leave Programs or Other Aspirus Leave Policies**

State or Federal leave programs and/or approved Non FML Leave of Absences may run concurrently with short-term disability benefits and are processed independent of each other.