

UNIVERSITY OF ROCHESTER LONG-TERM DISABILITY PLAN FOR MEMBERS OF SEIU BARGAINING UNITS

The Long-Term Disability (LTD) Plan for Members of SEIU Bargaining Units provides a monthly income benefit when an individual is totally disabled for more than six months. The benefit provided by the Plan is equal to 60% of *covered annual salary* less the sum of Benefits from Other Sources, (e.g., Social Security, Workers' Compensation or Short-Term Disability Program payments) up to a maximum *covered annual salary* of \$70,000. The amount of annual salary* that qualifies as *covered annual salary* depends on whether you have elected Limited LTD coverage or Full LTD coverage. Both job-related and non-job related disabilities are covered by the LTD Plan.

Eligibility

Regular full-time and part-time (appointed to work at least 17.5 hours or more per week) staff who are members of SEIU 1199 Upstate-SMH and SEIU Local 200 United-River Campus are eligible for Long-Term Disability Insurance upon completion of one year of service with the University, provided the individual is actively at work on the date of eligibility. The one-year service requirement is waived for individuals who apply for coverage within three months after leaving another employer-sponsored group long-term disability plan which guaranteed income benefits for at least five years during disability. Staff members need to complete the Prior Employer-Sponsored Group LTD Coverage Credit Form to receive this credit.

Limited Long-Term Disability Insurance

Limited Long-Term Disability Insurance provides income protection for 60% of annual salary* up to a maximum *covered annual salary* of \$20,000, when an individual is totally disabled for more than six months.

For full-time staff, **Limited** Long-Term Disability Insurance is paid for entirely by the University. Part-time staff who choose **Limited** coverage pay the total premium for Long-Term Disability Insurance. (Please reference Appendix A: SEIU Bargaining Units Long-Term Disability Plan Rate Sheet)

Full-Long Term Disability Insurance

In addition to the **Limited** Long-Term Disability Insurance, staff members may elect **Full** Long-Term Disability Insurance through payroll deduction. **Full** Long-Term Disability Insurance provides income protection for 60% of annual salary*, up to a maximum *covered annual salary* of \$70,000, when an individual is totally disabled for more than six months.

Full-Time staff who choose **Full** coverage pay the full Long-Term Disability premium for *covered annual salary* above \$20,000, to a maximum *covered annual salary* of \$70,000. Part-time staff who choose **Full** coverage pay the total premium for Long-Term Disability Insurance. (Please reference Appendix A: SEIU Bargaining Units Long-Term Disability Plan Rate Sheet)

*Annual salary means the individual's standard annual hours times his or her hourly rate of pay.

Enrollment for Long-Term Disability Insurance

Upon appointment, a full-time staff member will be required to sign an application form electing **Full or Limited** Long-Term Disability Insurance; a part-time staff member will be required to sign a form electing **Full or Limited** Long-Term Disability Insurance, or a **waiver** indicating that the part-time member does not choose to enroll for Long-Term Disability Insurance. A staff member who does not choose **Full** Long-Term Disability Insurance within 31 days of becoming eligible and later wishes to add this coverage must submit a statement of health for approval by the insurance company; a part-time staff member who elects not to enroll for Long-Term Disability Insurance within 31 days of becoming eligible and later wishes to enroll for **Limited** or **Full** Long-Term Disability must submit a statement of health for approval by the insurance company.

Cancellation of Full Long-Term Disability Insurance

A staff member may cancel **Full** Long-Term Disability Insurance at any time; the cancellation takes effect at the beginning of the next pay period. A staff member who cancels **Full** Long-Term Disability Insurance and later wishes to add this coverage must submit a statement of health for approval by the insurance company. A part-time staff member may waive Long-Term Disability Insurance at any time; the waiver takes effect at the beginning of the next pay period. A part-time staff member who waives Long-Term Disability Insurance and later wishes to enroll for **Limited** or **Full** Long-Term Disability must submit a statement of health for approval by the insurance company.

Benefits Provided by the Long-Term Disability Plan

When total disability lasts longer than six months, the Long-Term Disability Plan provides a monthly income benefit equal to 60% of the *covered annual salary*, less the sum of Benefits from Other Sources (See Appendix B: Definitions). The amount of annual salary* that qualifies as *covered annual salary* depends on whether you have Limited coverage or you have elected Full coverage. The Long-Term Disability monthly income benefit (maximum \$3,500 per month; minimum \$50 per month) is calculated based on the *covered annual salary* at the time disability began.

For example, an individual who chose **Limited** Long-Term Disability Insurance can receive benefits based on **60% of only the first \$20,000 of covered annual salary**. However, an individual who chooses **Full** Long-Term Disability Insurance can receive benefits based on **60% of the covered annual salary up to the maximum covered annual salary (\$70,000 per year)**.

If the individual (or his or her dependents) receives a cost-of-living increase in Social Security benefits after the Long-Term Disability income begins, that increase does not change the Plan monthly income benefit; the cost-of-living Social Security increase may be kept in addition to the Long-Term Disability Plan income.

Disabilities Not Covered

The Long-Term Disability Plan does not provide benefits if the Disability is caused or contributed to by: an intentionally self-inflicted condition; or War, declared or undeclared; or taking part in a felony; or riot; Nor will benefits be payable for any period during which you fail to participate in a program of mandatory rehabilitation service; or you are not under the regular care of a physician; or you do not provide written proof of Disability; or you fail or refuse to comply with the insurance carrier's request to have you examined.

Coverage on Retirement or After Age 60

If a staff member becomes fully disabled before age 60, Long-Term Disability Plan benefits will continue until the disability ends or the individual reaches age 65, whichever comes first. If a disability begins after the attainment of age 60 but before age 69, Long-Term Disability benefits will end five years after the beginning of the disability or when the individual reaches age 70, whichever comes first. If a disability begins at age 69 or later, Long-Term Disability benefits will continue for one year.

In the case of an individual who retires, participation is cancelled on the last day before retirement.

Coverage on Termination or on Change to Ineligible Status

If a staff member terminates employment or changes to an ineligible status, Long-Term Disability Insurance is cancelled on the day the termination or change occurs. This does not affect the individual's benefits for a total disability existing on the date of cancellation of coverage.

Coverage During Sick Leave

The University's Sick Leave Plan provides continuation of part of an individual's basic salary for as long as 6 months.

When a regular full-time staff member, who is a member of SEIU Bargaining Units, is receiving benefits under the Sick Leave Plan and Short-Term Disability, Long-Term Disability Insurance is continued. Full-time staff receiving Sick Leave benefits will need to pay their normal share of Long-Term Disability Insurance premiums.

When a part-time staff member is receiving benefits under the Sick Leave Plan and Short-Term Disability, **Limited** or **Full** Long-Term Disability Insurance will be continued. Part-time staff receiving Sick Leave benefits will need to pay their normal share of Long-Term Disability Insurance premiums.

Coverage for Job-Related Disability

Both job-related and non-job related disabilities are covered by the Long-Term Disability Plan.

When a regular full-time staff member, who is a member of SEIU Bargaining Units, is receiving Workers' Compensation for a job-related disability, Long-Term Disability Insurance is continued. Full-time staff receiving Workers' Compensation for a job-related disability will need to pay their normal share of Long-Term Disability Insurance premiums.

When a part-time staff member is receiving benefits under the Workers' Compensation for a job-related disability, **Limited** or **Full** Long-Term Disability Insurance will be continued. Part-time staff receiving Workers' Compensation for a job-related disability will need to pay their normal share of Long-Term Disability Insurance premiums.

Coverage During Leave of Absence

Long-Term Disability Insurance is continued for a full-time staff member during an approved leave of absence for full-time study for an advanced degree or active work in education or research. Full-time staff will need to pay their normal share of Long-Term Disability Insurance premiums during an approved leave of absence for full-time study for an advanced degree or active work in education or research.

Long-Term Disability Insurance is continued for a part-time staff member during an approved leave of absence for full-time study for an advanced degree or active work in education or research. Part-time

staff will need to pay their normal share of Long-Term Disability Insurance premiums during an approved leave of absence for full-time study for an advanced degree or active work in education or research.

During an approved leave of absence for reasons other than such full-time study or active work in education or research, Long-Term Disability Insurance is suspended for the period of the leave.

Coverage During Layoff

During a **temporary** layoff, Long-Term Disability Insurance is continued for full-time and part-time staff. Full-time staff will need to pay their normal share of Long-Term Disability Insurance premiums during a **temporary** layoff.

During an **indefinite** layoff, Long-Term Disability Insurance is suspended.

Continuation of Other Benefits During Long-Term Disability

Please reference Appendix C: Summary of Benefits While Receiving LTD For Members of Service Employees International Union AFL-CIO (SEIU).

Payment of Benefits

Individuals must be enrolled in the Long-Term Disability Plan in order to qualify for benefits. A staff member is eligible for benefits even if the disability is caused by a condition existing before joining the Plan, provided that the individual was actively at work when he or she began to participate in the Plan.

The Long-Term Disability contract defines disability as either:

(1) for the Normal Occupation Period, being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the Material Duties of your Normal Occupation; and

for the Any Occupation Period, being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the Material Duties of any occupation for which you are reasonably qualified by education, training, or experience; or

(2) after you have been continuously Disabled for the Elimination Period, working, but due to sickness, bodily injury, or pregnancy being unable to earn 80% or more of your Increasing Monthly Wage Base.

When a staff member has become disabled and their disability is expected to continue beyond six months, Leave Administration sends instructions for filing a claim and the appropriate form(s) to the individual's home. The individual must complete the claim form(s) and either return the completed forms to Leave Administration who then forwards the forms to the insurance company or the individual may return the completed forms directly to the Standard Life Insurance Company of New York (P.O. Box 5031, White Plains, NY 10602-5031) which is responsible for contacting the individual's physician(s), obtaining medical information for proper review, and payment of the claim if approved.

Proof of Disability

Standard must receive written proof of Disability within 90 days after the end of the Elimination Period. While benefits are payable, proof of continued Disability is required at reasonable intervals to be determined by Standard. If benefits cease, in whole or in part, proof of continued Disability or other proof must be provided within 90 days thereafter. All proof must be satisfactory to Standard.

Review Procedure

If all or part of an application for benefits is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send Standard written comments or other items to support your application for benefits. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to Standard about your application for benefits.

The person conducting the review will be someone other than the person who denied the application for benefits and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Standard's review will include any written comments or other items you submit to support your application for benefits.

Standard will review your application for benefits promptly after Standard receives your request. Within 45 days after your request for review is received Standard will send you: (1) a written decision on review; or (2) a notice that Standard is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the application for benefits on review, the extended time period for review of your application for benefits will not begin until you provide the information or otherwise respond.

If Standard extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when Standard expects to decide your application for benefits on review; and (c) any additional information needed to decide your application for benefits.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may conclude the review of your application for benefits based on the information already received.

If Standard denies any part of your application for benefits on review, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision; and
- (b) reference to the parts of the Group Policy on which the decision is based; and
- (c) reference to any internal rule or guideline relied upon in making the decision; and
- (d) information concerning your right to receive, free of charge, copies of nonprivileged documents and records relevant to your application for benefits; and
- (e) information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options.

Standard will comply with any shorter time limits which may be required by the laws or regulations of the state in which the Group Policy is issued.

Requests for Information About Your Insurance

Please direct any written request for information about the Group Policy, its terms, conditions, interpretations, application for benefits thereunder, and review of an application to: The Standard Life Insurance Company of New York, 360 Hamilton Avenue, Suite 210, White Plains, New York, 10601-1871.

The University reserves the right to modify, amend, or terminate the Long-Term Disability Plan at any time, including actions that may affect coverage, cost-sharing, or covered benefits, as well as benefits that are provided to current and future retirees. This document provides only a summary of the main features of the plan. Detailed information, including the Group Long Term Disability Insurance Certificate, is available on the Leave Administration website www.rochester.edu/leave. A paper copy of this information is available for free from the Leave Administration Office. The plan documents will govern in the event of any discrepancies.

Long-Term Disability Plan: Appendix A
SEIU Bargaining Units Long-Term Disability Plan Rate Sheet

SEIU 1199 Upstate - SMH

	Full-time Employee	Part-time Employee
Limited LTD Coverage	UR Paid	67 cents per bi-weekly pay period for each \$1,000 of covered annual salary, up to \$20,000
Full LTD Coverage	67 cents per bi-weekly pay period for each \$1,000 of covered annual salary, above \$20,000	67 cents per bi-weekly pay period for each \$1,000 of covered annual salary

SEIU Local 200 United – River Campus

	Full-time Employee	Part-time Employee
Limited LTD Coverage	UR Paid	77 cents per bi-weekly pay period for each \$1,000 of covered annual salary, up to \$20,000
Full LTD Coverage	77 cents per bi-weekly pay period for each \$1,000 of covered annual salary, above \$20,000	77 cents per bi-weekly pay period for each \$1,000 of covered annual salary

LTD Plan deductions will be taken in the first two paydays of each month. In months containing three paydays, LTD Plan deductions will not be taken from the third payday.

Long-Term Disability Plan: Appendix B

Definitions

Annual Salary

...is the individual's standard annual hours times his or her hourly rate of pay. The basic annual wage excludes overtime pay, commissions, bonuses, and any other types of extra compensation.

Any Occupation Period

...begins at the end of the Normal Occupation Period and continues while benefits are payable.

Benefits From Other Sources

...are benefit amounts available or provided to you as set forth below. One sum amounts will be divided into monthly amounts to be applied during the time for which the sum was applicable or is estimated by Standard to have been payable.

(A) Social Security or Similar Benefits

...are any benefit amounts that are payable for disability or retirement on your wage record under the Social Security Act of the United States or any similar United States or foreign government program.

- (1) Included in these amounts are benefits that are payable to you and to your dependents who are defined as such in the act or program. Any reduced amounts payable for your retirement will be included only if such amounts are elected. Any retirement benefit amounts being paid to you at age 70 or over will not be included if the amounts were being paid prior to the date Disability started.
- (2) These amounts will be determined under the provisions of the act or program in effect at the time benefits under the Group Policy are first payable for a term of Disability.
- (3) These amounts, except any reduced retirement benefits, will be deemed payable and offset accordingly unless the required application and all available appeals have been filed with the government program. Before receipt of the government program's final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources. If Standard's estimate and amounts awarded differ, Standard will adjust Benefits From Other Sources accordingly after it receives the final written benefit decision.
- (4) Standard will not offset the estimated amounts if you:
 - (a) give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and
 - (b) sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits.
- (5) If these amounts decrease or stop because you refuse to accept rehabilitation under the act or program, Standard will continue to include these amounts as Benefits From Other Sources without any adjustment to reflect the change.

(B) Workers' Compensation or Similar Benefits

...are any benefit amounts, including amounts for partial or total disability, whether permanent, temporary, or vocational, or whether paid either monthly or one sum amounts, and any form of settlement, that are payable under any workers' compensation law or similar law.

These amounts will be deemed payable and offset accordingly unless the required application and all available appeals have been filed and declined. Before receipt of the final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources.

If Standard's estimate and amounts awarded differ, Standard will adjust Benefits From Other Sources accordingly after it receives the final written benefit decision.

Standard will not offset the estimated amounts if you give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and you sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits.

(C) Other Benefits

...are any benefit amounts that are payable for disability under any other group insurance coverage.

These amounts will be deemed payable and offset accordingly unless the required application and all available appeals have been filed and declined. Before receipt of the final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources.

If Standard's estimate and the actual amounts paid or payable differ, Standard will adjust Benefits From Other Sources accordingly after Standard receives the final written benefit decision.

Standard will not offset the estimated amounts if you give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and you sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits.

Benefits From Other Sources includes any amounts paid by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

Benefits From Other Sources will not include amounts paid to you for a continuous disability that starts before a Disability for which benefits are payable under the Group Policy.

For Amounts Paid in One Sum

...or by a method other than monthly, Standard will determine your Monthly Income Benefit using a prorated amount. We will use the period of time to which the Benefits From Other Sources applies. If no period of time is stated, Standard will use a reasonable one.

For amounts under a workers' compensation law or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

- (1) the date you reach age 65, or the age limit for benefits, if later; and

(2) the end of the stated period.

Changes in the Amounts of Benefits From Other Sources

...will not be made by Standard for any cost of living increase that takes effect in such benefits after the date benefits under the Group Policy are first payable for a term of Disability.

If any other change occurs in the amounts of Benefits From Other Sources, except as set forth above in (A) (5), the amount of benefits payable under the Group Policy after the date of the change will be adjusted to reflect the change.

Elimination Period

...is the period you must be continuously disabled before benefits become payable. The Elimination Period is 6 months.

Full-Time

...an employee must work at least 35 hours per week to be considered a full-time employee under the Group Policy.

Normal Occupation

...includes any employment, business, trade, or profession that involves material duties of the same general character as the type of occupation you are regularly performing for your employer when disability begins. In determining your Normal Occupation, Standard is not limited to looking at the way you perform your job for your employer, but may also look at the way this type of occupation is generally performed. If your Normal Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Normal Occupation is as broad as the scope of your license. You are not disabled if you are able to perform one or more occupations within the scope of your license.

Normal Occupation Period

...is the first 24 months after the Elimination Period.

Part-Time

...an employee must be appointed to work at least 17.5 hours per week to be considered a part-time employee under the Group Policy.

Long-Term Disability Plan: Appendix C

Summary of Benefits While Receiving Long-Term Disability (LTD) For Members of Service Employees International Union AFL-CIO (SEIU)

Health Care Plans	<p>SEIU members become eligible for coverage under the University Health Care Plan while they are receiving benefits under the University of Rochester Long-Term Disability Plan (LTD). A form must be completed and submitted to the Benefits Office within 30 days of the LTD approval date to enroll in the coverage.*</p> <p><i>For individuals (including dependents) covered under a University Health Care Plan who are eligible for Medicare,**</i> Medicare is the primary payer for health care expenses and the University Health Care Plan is the secondary payer.*** This means that the University Health Care Plan will pay after Medicare Part A and Part B pays and that the University Health Care Plans will not cover any expenses that would have been covered under Medicare Part A and Part B. (This is commonly known as a “carve out” plan.)</p> <p><i>For individuals (including dependents) who are not eligible for Medicare,**</i> the University Health Care Plans will pay without a “carve out” for Medicare.***</p> <p>*SEIU members who choose to enroll in coverage will be billed on a quarterly basis for their share of the premium, if any, and will need to pay their share of the premium. (SEIU members must continue to pay their share of the premium to continue coverage through the University. If the University does not receive payment for the coverage, the coverage will be terminated on the last day of the month for which the premium has been paid in full and notification of the coverage cancellation will be sent to the SEIU member’s home address from the University.)</p> <p>**Generally individuals are eligible for Medicare at age 65. Medicare also may be available to individuals if they have been entitled to Social Security disability benefits for two years.</p> <p>***Except in specific circumstances where CMS (Centers for Medicare and Medicaid Services) regulations dictate otherwise.</p>
Health Care FSA (Flexible Spending Accounts)	<p>FSA participation is terminated as of the effective date that individuals are approved for Long-Term Disability benefits. SEIU members with FSA accounts must elect FSA COBRA continuation coverage, and remit after-tax contributions, to continue to submit eligible expenses incurred while receiving Long-Term disability benefits. Otherwise, SEIU members will have 90 days from the effective date to submit eligible expenses incurred prior to the FSA cancellation date.</p>
Dependent Care FSA (Flexible Spending Accounts)	<p>FSA participation is terminated as of the effective date that individuals are approved for Long-Term Disability benefits. SEIU members will have until the end of the plan year to submit eligible expenses incurred during the plan year. (The amount available for reimbursement is limited to the amount credited to their Dependent Care FSA, less any prior reimbursements.)</p>

Retirement Program	The ability to make Voluntary Contributions is suspended while on LTD. The University's Direct Contribution is also suspended while on LTD.
Vacation and PTO	SEIU members receiving Long-Term Disability benefits, vacation does not accrue. Up to one year's entitlement of accumulated vacation, and any remaining PTO balance, will be paid out when an individual is placed in a pending or approved Long-Term Disability status.
Tuition Benefits	SEIU members who have met the Dependent Child Tuition Benefit Plan service requirements prior to the effective date of approval for Long-Term Disability benefits are eligible for tuition benefits as though the individual was actively at work. (The time while receiving benefits under the Long-Term Disability plan does not count towards meeting the service requirement for tuition benefits.)
YOUR Benefits Extras <ul style="list-style-type: none">• VSP Vision Care• Hyatt Legal Plans• Group Auto & Home Insurance	Coverage for VSP Vision Care and Hyatt Legal Plans will be suspended while on LTD. Any Auto & Home insurance will be continued. Faculty/staff members who do not cancel their Auto & Home insurance coverage will be billed directly by Liberty Mutual, MetLife or Travelers.
University Home Ownership Incentive Program	SEIU members receiving Long-Term Disability benefits remain eligible for the University Home Ownership Incentive Program.

The University reserves the right to modify, amend or terminate the plans at any time. This document provides only a summary of the main features of each plan. The plan documents will govern in the event of any discrepancies. Detailed information on the benefit plans is available on the Benefits website www.rochester.edu/benefits.

For information on your benefits through SEIU, please contact the SEIU Union Office.

