



Colgate University
Short Term Disability Salary Continuation Plan
For
Faculty and Administrators

Benefits under the Short Term Disability Salary Continuation Plan described in the following pages are provided and funded by the Employer.

The Employer has full responsibility for payment of any benefits due according to the terms and conditions of the plan.

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The Colgate University (the “University”) Short-Term Disability Policy (the “Policy”) provides income to eligible employees who are absent from work due to a non-work related disability. Benefits under the Policy are provided at no expense to eligible employees; however, benefits when received will be subject to all applicable taxes.

DEFINITIONS

The following are the definitions of terms as used in this Policy description.

“*Disabled*” means that an employee is unable to perform the material and substantial duties of their regular occupation due to a sickness or injury which requires that you reduce your regular work schedule by at least 20%.

“*Elimination Period*” means, unless precluded by law, the seven calendar-day period of time that an employee must be disabled before benefits under the Policy will be paid.

“*Monthly Earnings*” means an employee’s gross monthly earnings in effect before a disability began and does not include bonuses, overtime, or other extra compensation paid by the University.

“*Return to Work Incentive*” means, you return to your regular occupation on a part-time basis. Your disability benefits will be reduced by the excess amount for any month, if the sum of your disability benefit, current earnings and any additional other income benefits exceed 100% of your monthly covered earnings.

“*Provider*” means a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; and
- has a doctoral degree in Psychology (Ph.D. or Psy.D) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

The Policy will not accept medical evidence from an employee’s relative including, but not limited to, the employee, a spouse, a child, a sibling, or parent.

ELIGIBILITY

The following employees may be eligible for benefits under the Policy.

- All Faculty who are in regular benefited positions; and
- All Administrators who are in regular benefited positions.

Eligible employees will be covered under this Policy on the date that is coincident with or following 30 days from their date of hire as an eligible employee.

Otherwise eligible employees who do not submit a completed claim form, including medical evidence of the disability submitted by a licensed provider, will not be eligible for benefits.

BENEFITS

When Benefits Begin

Benefits will begin to be paid as of the first day of a disability resulting from sickness or injury and may continue up to the lesser of six months or when the employee no longer meets the policy definition of disabled.

Benefit Amount

The benefit amount received is as follows based on the employee's years of service.

Employees with **less than 1 year** of continuous service with the University

- After the elimination period, employees will be paid 60% of their weekly earnings.
- Employees who are partially disabled and return to work on a reduced work schedule will receive 100% of their weekly earnings for any time actually worked and 100% of their weekly earnings for any leave time taken due to their disability.

Employees with **1 year or more** of continuous service with the University

- After the elimination period, employees will be paid 100% of their weekly earnings.
- Employees who are partially disabled and return to work on a reduced work schedule will receive 100% of their weekly earnings for any time actually worked and 100% of their weekly earnings for any leave time taken due to their disability.

Benefit Reduction

The amount paid will be reduced by other income benefits that an employee receives for this disability. This other income includes, but is not limited to, the following,

- All disability benefits that the employee is entitled to receive from any compulsory benefit act or law with the exception of any applicable temporary disability or state disability benefits required by state law.
- All disability benefits that an employee is entitled to receive from any other group plan.
- All disability benefits an employee is entitled to under any ; (a) no-fault motor vehicle coverage; (b) motor vehicle financial responsibility act; or (c) similar law. This does not apply if state law or regulation does not allow group disability benefits to be reduced by benefits from such coverage.
- All benefits to which an employee is entitled to from: (a) a Workers' Compensation law; (b) an occupational disease law; or (c) any other act or law of like intent.
- All disability benefits to which an employee is entitled to from any third party when your disability is the result of the negligence or intentional tort liability of that third party.

BENEFIT EXCLUSIONS

Benefits will not cover disabilities, which were due to any of the following:

- intentionally self-inflicted injuries;
- war, declared or undeclared, or any act of war; or
- injuries which are a result of active participation in the commission of a crime.

PERIODS OF DISABILITY

Employees are eligible to receive benefits for up to six months for any single period of disability. If an employee returns to their normal work schedule for a period of more than 14 days and becomes disabled again due to the same or related condition(s), the reoccurrence will be considered to be a new disability subject to a new elimination period. The maximum benefit allowance in a twelve-month period that begins on the first day disability benefits are paid will be six months of coverage.

OTHER BENEFITS

While on disability under this plan, employees will continue to receive on the same basis covered benefits that they had (medical, life, 403(b), etc.) prior to when their disability leave began. Employees will continue to pay any amounts they had previously designated to be deferred for these benefits (See **COORDINATION WITH FAMILY AND MEDICAL LEAVE** below).

If an employee exhausts their benefits under the Policy, employment will cease and any benefits that are able to be continued will be offered in accordance with any applicable law or insurance contract including, but not limited to, Long Term Disability, COBRA, waiver of premium provisions, conversion provisions, etc.

COORDINATION WITH FAMILY AND MEDICAL LEAVE (FMLA)

If an employee's disability leave is also eligible to be covered under the requirements of FMLA, an employee retains the right to suspend their health coverage during their FMLA leave. When the employee returns from FMLA leave, they will be able to re-enroll for health coverage on the same basis as before their disability leave began.

CLAIMS

An employee should contact Human Resources on their first day out of work or prior if a future disability is known. The University will submit the initial claim information to the claims administrator and the employee will be required to call the claims administrator or fill out their claim form providing detailed information regarding the disability. This information will include but not limited to a description of the illness, symptoms, and or diagnosis and details about all doctor and hospital visits including dates and contact information. Claims will be paid on the regularly scheduled pay dates and will be subject to all applicable taxes and benefit deductions.

The University retains the right to require an employee to submit to an independent medical examination (IME). The results of the IME will be binding on both the University and the employee. If an employee refuses to do so, benefits will be terminated under the Policy; however, if applicable, the employee will retain his/her rights under FMLA.

Once the disability has been approved, and not before, benefits will begin to be paid in accordance with the Policy. Checks will be processed in the same method as to prior to the date of disability (i.e. direct deposit or paper method).

Employees may have their disability approved prior to the actual start of the disability, i.e., pregnancy, scheduled operations, etc., if all the written evidence has been submitted for such approval.

Continued evidence of disability will be required on at least a monthly basis. However, the University reserves the right and opportunity to require more frequent evidence of disability. This right may be used as often as reasonably required. However, if the employee requests unpaid FMLA leave due to a disability, requests for medical certification will be made in accordance with the requirements of FMLA.

RECOVERY OF OVERPAYMENTS

If an error occurs and an employee is overpaid benefits due them under the Policy, the University has the right to recover such overpayments.

EMPLOYMENT TERMINATION

Unless precluded by law, an employee's employment with the University will cease when the employee has exhausted their disability benefit.

ADMINISTRATION

The University will be responsible for the day-to-day operation of this Policy, including the right to contract with third-party claims administrators for claim reviews.

The University reserves the right to amend or terminate this Policy. However, any change or termination will not affect the benefits of employees who are receiving benefits at the time of such change or termination.

Nothing in this policy diminishes or eliminates an employee's rights under the Americans with Disabilities Act or any other law, which may be applicable to an employee's disability, or any other disability benefit sponsored by the University.