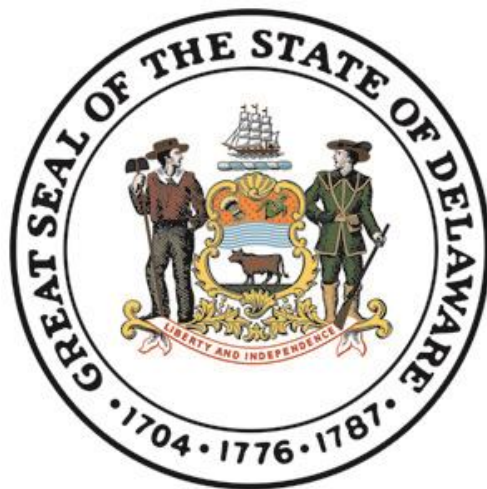


YOUR GROUP SHORT TERM DISABILITY (STD) PLAN



STATE OF DELAWARE

EMPLOYER: STATE OF DELAWARE

PLAN NUMBER: GRH-071675

PLAN EFFECTIVE DATE: JANUARY 1, 2006

BOOKLET EFFECTIVE DATE: JULY 1, 2024

**CAPITALIZED WORDS USED THROUGHOUT THE BOOKLET
ARE DEFINED IN THE TERMS AND DEFINITIONS SECTION
IN THE REAR OF THE BOOKLET.**

**BENEFITS UNDER THE GROUP SHORT TERM
DISABILITY 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.**

TABLE OF CONTENTS

SCHEDULE OF BENEFITS.....	4
ELIGIBILITY AND ENROLLMENT.....	5
PERIOD OF COVERAGE.....	5
CHANGES IN COVERAGE	5
BENEFITS.....	6
RETURN TO WORK (RTW)	6
EXCLUSIONS AND LIMITATIONS.....	8
GENERAL PROVISIONS	8
TERMS AND DEFINITIONS	12

SCHEDULE OF BENEFITS

The Short Term Disability Plan provides You with short term income protection if You develop a Disability from a covered injury or sickness.

Cost of Coverage:

You do not contribute towards the cost of coverage. The cost of the coverage is paid in full by the State of Delaware.

Eligible Class(es) For Coverage:

Employees covered by the Delaware State Employees' Pension Plan in accordance with 29 **Del.C.** Ch. 55 who are U. S. citizens or U.S. residents who are actively at work for one full day on or after January 1, 2006. *Includes* retired Delaware State Troopers who are hired into a position covered by the Delaware State Employees' Pension Plan as of July 1, 2008.

Class 1: Employees who work 12 months per year

Class 2: Educational employees who work Less Than Twelve Months (Less Than Twelve Month Educational Employees)

Eligibility Waiting Period for Coverage:

Your coverage in this Plan becomes effective once You are actively at work for one full day.

Benefits Commence:

Class 1:

- 1) for Disability caused by Injury: on the 31st calendar day of Disability;
- 2) for Disability caused by Sickness: on the 31st calendar day of Disability.

Class 2:

- For Disabilities Occurring During the Contractual Working Period
 - for Disability caused by Injury: on the 31st calendar day of Disability;
 - for Disability caused by Sickness: on the 31st calendar day of Disability.
- For Disabilities Occurring During the Non-Contractual Summer Months
 - for Disability caused by Injury: First contractual day of new school year
 - for Disability caused by Sickness: First contractual day of new school year

Elimination Period:

The period of time You must be disabled before Short Term Disability benefits commence. The elimination period is 30 calendar days that begins on Your date of disability for employees who work 12 months per calendar or school year. For Less Than Twelve Month Educational Employees, the elimination period begins at the start of the subsequent school year if Your Disability begins during a non-working period in the summer.

Weekly Benefit:

Classes 1 & 2:

- 1) Weekly Benefit: 75% of Your Pre-Disability Base Pay.
- 2) Maximum Weekly Benefit: \$2,000, reduced by Other Income Benefits.

NOTE: Class 2 employees receive Short Term Disability benefits on contractual days during the school year.

Minimum Weekly Benefit:

Classes 1 & 2:

- 1) \$25; or
- 2) 10% of the benefit before the deduction of Other Income Benefits.

NOTE: If You are receiving 100% of Your Pre-Disability Base Pay from any other source, You will not receive the minimum benefit amount. You will not receive the minimum benefit amount if the Short Term Disability payment, plus pay from another source, exceeds more than 100% of Your Pre-Disability Base Pay. Class 2 employees receive Short Term Disability benefits on contractual days during the school year.

Maximum Duration of Benefits for a Disability:

The maximum duration is 182 calendar days for both injury or sickness, to include the first 30 calendar days (Elimination Period) of disability.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the Classes 1 & 2 shown in the Schedule of Benefits will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Plan Effective Date; or
- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

Enrollment: *How do I enroll for coverage?*

All eligible Active Employees hired on or after January 1, 2006 will be enrolled in the Plan automatically by the Employer.

NOTE: Eligible Employees who were pension vested as of December 31, 2005 in the Delaware State Employees' Pension Plan were provided with an opportunity to elect enrollment in the Plan before December 15, 2005. This was an irrevocable one-time election.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Your coverage begins on the first day You are in an eligible class and You are actively at work.

Deferred Effective Date: *When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?*

Coverage is effective on the plan effective date or the date on which You become eligible, if that date is after the plan effective date and after You are Actively at Work for one full day.

CHANGES IN COVERAGE

Do coverage amounts change if there is a change in Your class or Your rate of pay?

Yes. Your coverage may increase or decrease on the date there is a change in Your Pre-Disability Base Pay.

What happens if the Employer changes the Plan?

Any increase or decrease in coverage because of a change in the Schedule of Benefits will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

The Employer may amend, modify, terminate, or partially terminate the provisions, terms and conditions of the Schedule of Benefits or the Plan at any time.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Plan terminates;
- 2) the date The Plan no longer covers Your class;
- 3) the date Your Employer terminates Your employment; or
- 4) the date You cease to be an Active Employee in an eligible class.

Continuation During a Family Medical Leave: If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your coverage may be continued for up to 12 weeks, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. Your benefit level, or the amount of Pre-Disability Base Pay upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and
3. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the Plan terminates;
 - c) the Plan no longer provides coverage for Your class; or
 - d) Your Employer ceases to be a Participant Employer, if applicable.

BENEFITS

Disability Benefit:

How do benefits become payable for Total Disability?

If, while covered under this Plan, You develop a Total Disability, and provide proof to the Claims Evaluator that You are or remain Totally Disabled, the Plan will pay the Weekly Benefit shown in the Schedule of Benefits.

The amount of any Weekly Benefit payable shall be reduced by the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply. The Weekly Benefit will also be reduced by taxes, health care, and other benefit deductions.

See the Schedule of Benefits for the Benefit durations and amounts.

No benefit, however, will be payable unless You are under the regular care and attendance of a Health Care Provider other than yourself or a member of Your immediate family. A member of Your immediate family is Your spouse, father, mother, brother, sister, son, or daughter.

RETURN TO WORK (RTW)

The Hartford is available to assist you with returning to work from Short Term Disability (STD).

In addition, the Statewide Benefits Office Return to Work Coordinator (SBO RTWC) in the Department of Human Resources, Statewide Benefits Office (SBO) provides return to work assistance to employees who are currently on an approved Short Term Disability claim or were previously on an approved Short Term Disability claim within the past 36 months. Return To Work assistance from the SBO RTWC is outlined in [29 Del. C. §5257 of the Delaware Code](#) and in the State of Delaware's [Disability Insurance Program Rules and Regulations](#).

Contact information for the SBO RTWC:

Statewide Benefits Office

841 Silver Lake Boulevard, Suite 100

Dover, DE 19904

302-760-7069

302-739-8339 fax

returntowork@delaware.gov

Return To Work assistance may be requested by the employee and/or by the Employing Organization. The Hartford and the SBO RTWC will always consult with the employee and the Employing Organization when assisting employees. The Hartford and SBO RTWC may also consult with the employee's Health Care Provider(s) to acquire and/or clarify an employee's restrictions and/or limitations if applicable, to facilitate a safe return to the workplace.

The Hartford and SBO RTWC are available to assist You during Your transition back to work from Your approved Short Term Disability:

1. In developing a Return to Work plan with You and Your Employing Organization should you be returning with temporary restrictions or limitations
2. In acquiring Assistive Technology should You need it to perform the essential functions of Your job
3. Providing Return to Work Authorization Forms which can be sent directly to Your Health Care Providers

It is important to remember that being in contact with the Hartford and SBO RTWC is not a substitute for maintaining contact with Your Employing Organization and supervisor during Your absence from work. Returning to work often takes collaborative efforts that include You, Your Health Care Provider, Your Employing Organization, the Hartford, and the SBO RTWC.

Recurrent Disability:**What happens to Your benefits if You return to work as an Active Full-time Employee and develop a Disability again?**

If You return to work as an Active Full-time Employee for 15 consecutive calendar day(s) or more on a full-time basis, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Benefits.

If recurrent periods of Disability are:

1. due to the same or a related cause; and
2. separated by less than 15 consecutive calendar day(s) of work as an Active Full-time Employee, they will be considered to be the same period of Disability.

Multiple Causes (Disabilities): *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Short Term Disability benefits are payable under this Plan, Short Term Disability benefits will continue as long as You meet the definition of disability in this Plan, subject to the following:

1. such Short Term Disability benefits will not continue beyond the end of the original Maximum Duration of Benefits date; and
2. this Plan's Exclusions will apply to the new cause of disability.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the first to occur of:

1. the date You no longer meet the definition of disability in this Plan;
2. the date You fail to furnish proof that You meet the definition of disability in this Plan;
3. the date You refuse to be examined, if the Claims Evaluator requires an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Benefits;
5. the date You are no longer an employee covered by the Delaware State Employees' Pension Plan pursuant to 29 Del.C. Ch. 55; or
6. the date You die.

Residual Disability Benefits: *How are benefits paid for residual disability?*

If, while covered under this benefit, You develop a Disability and work on a Part-time or limited duty basis because You are Residually Disabled, the following calculation is used to determine Your Weekly Benefit:

$$\text{Weekly Residual Benefit: } \frac{(A - B) \times C}{A}$$

Where:

A = Your Pre-Disability Base Pay.

B = Your Current Weekly Earnings.

C = The Weekly Short Term Disability Benefit payable if You develop a Total Disability.

Your Weekly Benefit, however, will not be less than the Minimum Weekly Benefit shown in the Schedule of Benefits.

Consider this example:

John's Pre-Disability Base Pay was \$1,000 per week. John returns to work part-time and currently earns \$600 per week. John's 75% Short Term Disability weekly benefit is \$750. John would receive a residual Short Term Disability benefit of \$300 based on the following calculation:

A = \$1,000 (John's Pre-Disability Base Pay)

B = \$ 600 (John's Current Weekly Earnings)

C = \$ 750 (John's Weekly Short Term Disability Benefit payable: \$1,000 X 0.75 = \$750)

$$\text{Weekly Residual Benefit: } \frac{(\$1,000 - \$600) \times \$750}{\$1,000} = \$300$$

Each day an employee receives a residual disability benefit counts toward the exhaustion of the maximum 182 calendar day STD benefit period.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Plan does not cover, and no benefit shall be paid for, any

1. Injury, sickness, Mental Condition, Substance Abuse, or pregnancy not being treated by a Health Care Provider;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation;
4. Disability caused or contributed to by an intentionally self-inflicted injury; or
5. Injury sustained as a result of doing any work for pay or profit from another employer.

If You are receiving or are eligible for benefits for a Disability under a prior disability Plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated on the day before the Effective Date of this Plan;

then no benefits will be payable for the Disability under this Plan.

GENERAL PROVISIONS

Claims Evaluator: *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of the Employer to determine benefits payable according to the terms and conditions of The Plan.

Employing Organization's Role: *What is the role of Your Employing Organization in the Claims process?*

Your Employing Organization is responsible for making payment for Short Term Disability benefits due according to the terms and conditions of The Plan.

The Employing Organization's responsibilities also include, but are not limited to:

- 1) sending You a written communication reminding You of Your enrollment in the Plan and Your claim filing requirement, when eligible.
- 2) providing the Claims Evaluator with written responses to additional questions asked within 48 hours of the request.

The Statewide Benefits Office is responsible for deciding appeals of claims which were initially denied on appeal by the Claims Evaluator. The Office of Pensions is responsible for making final determinations regarding eligibility for coverage and providing the Claims Evaluator with enrollment information,

Notice of Claim: *When should the Claims Evaluator be notified of a claim?*

Step 1: Know when it's time to file a claim.

You must file a Short Term Disability claim within 15-calendar days from the date of Your disability if You will be absent from work for at least 30-calendar days.

Step 2: Have this information ready.

- Name and address
- Name of Your Employing Organization and last day worked
- Your manager's name and phone number
- The name and phone number of Your organization's Human Resource/Benefits Representative
- The nature of Your claim (injury or sickness) and whether it is work related
- Your treating Health Care Provider's name, address, phone, and fax numbers

Step 3: Make the call or file online.

- With Your information handy, call the Hartford at 1-877-484-9731 (8 a.m. to 8 p.m. ET, Monday – Friday). You'll be assisted by a caring clinical professional who'll take Your information, answer Your questions and file Your claim;
OR

- File online at abilityadvantage.thehartford.com:
 - Click on the following prompts:
 - Need to register for an account?
 - Enter Your Email Address/Confirm Email Address
 - Enter First Name, Last Name, Mobile Number (Remember Device Y/N)
 - Create Password/Confirm Password
 - Enter Last Name/Date of Birth/Zip Code
 - Enter Employee ID
 - Select Complete Registration button
 - Select Communication Preference (Email or Text)
 - Once registration is complete from landing page, select **Start a New Claim Button**

A Hartford Claims Evaluator will call You within 24-hours to review Your online submission.

When must proof of loss be given?

If required by the Claims Evaluator, written proof of Your Disability must be sent to the Claims Evaluator within 15 days after the start of the period for which the Plan owes payment. After that, the Claims Evaluator may require further written proof that You still meet the definition of disability in this Plan.

If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 90 days after it is due unless You are not legally competent.

The Claims Evaluator has the right to require, as part of the proof of loss:

1. Your signed statement identifying all Other Income Benefits; and
2. proof satisfactory to the Claims Evaluator that You and Your dependents have duly applied for all Other Income Benefits which are available.

Additional Proof of Loss:

The Claims Evaluator may have You examined to determine if You meet the definition of disability in this Plan. Any such examination will be:

1. at the Plan's expense; and
2. as reasonably required by the Claims Evaluator.

The Claims Evaluator reserves the right to determine if Your proof of loss is satisfactory.

Claim Payment: *When are benefit payments issued?*

Short Term Disability benefits will be paid in accordance with the Employer's normal pay schedule.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, the Claims Evaluator will furnish You with written notification of the decision. This written decision will give the specific reason(s) for the denial.

Claim Appeal: *What recourse do I have if my claim is denied or terminated?*

LEVEL I APPEAL – ADMINISTERED BY THE HARTFORD

IF YOU DISAGREE WITH THE HARTFORD'S DETERMINATION, You may file an appeal with The Hartford within 90 days of the postmark date of the certified notice from The Hartford containing their decision to deny or terminate benefits. The written appeal should be mailed or faxed to the following address:

RE: DISABILITY APPEAL
 The Hartford
 P.O. Box 14868
 Lexington, KY 40512

Tel: (877) 484-9731/ Fax: (833) 357-5152

The Hartford approves or denies the appeal then provides written notice by certified U.S. mail and electronically (if You signed up to receive communications electronically from The Hartford), return receipt requested to You within 10 days of the decision date. The employing organization and the Statewide Benefits Office are also advised by The Hartford of the appeal determination.

LEVEL II APPEAL – ADMINISTERED BY THE STATE OF DELAWARE

IF YOU DISAGREE WITH THE LEVEL I APPEAL DETERMINATION, You may file an appeal in writing to the Appeals Administrator within 20 days of the postmark date of the certified notice from The Hartford containing their decision. The written appeal should be emailed, mailed, or faxed to:

Appeals Administrator
RE: DISABILITY APPEAL
Department of Human Resources, Statewide Benefits Office
841 Silver Lake Boulevard, Suite 100
Dover, DE 19904
Tel: (800) 489-8933/ Email: benefits@delaware.gov / Fax: (302) 739-8339

The written request must include:

- Your name and ID number
- The “State of Delaware” as the name of the program sponsor
- Your disability claim number, and
- Any new information that was not previously submitted to The Hartford. This could mean medical records, test results, or other documentation that supports why You are unable to perform the essential duties of Your occupation.

The Appeals Administrator from the Department of Human Resources, Statewide Benefits Office (or their designee) shall conduct an internal review of the appeal and provide the decision notice to You by email (if available), regular U.S. mail, and certified U.S. mail within 30 days following receipt of the written appeal. The employing organization and The Hartford are also advised of the appeal determination.

LEVEL III APPEAL – ADMINISTERED BY THE STATE OF DELAWARE

IF YOU DISAGREE WITH THE LEVEL II APPEAL DETERMINATION, You may file a written appeal to the State Employee Benefits Committee (SEBC) within 20 days of the postmark date of the certified notice from the Appeals Administrator from the Department of Human Resources, Statewide Benefits Office containing their decision. The written appeal request should be emailed, mailed, or faxed to:

State Employee Benefits Committee (SEBC)
RE: DISABILITY APPEAL
Department of Human Resources
841 Silver Lake Boulevard, Suite 100
Dover, DE 19904
Tel: (302) 739-4195 / Email: sebc@delaware.gov / Fax: (302) 739-3000

The written request must include:

- Your name and ID number
- The “State of Delaware” as the name of the program sponsor
- Your disability claim number, and
- Any new information that was not previously submitted to The Hartford. This could mean medical records, test results, or other documentation that supports why You are unable to perform the essential duties of Your occupation.

The SEBC receives the appeal and:

- a. Identifies an appropriate officer from the Department of Human Resources as the Hearing Officer. The Hearing Officer conducts a hearing with You and submits a report to the SEBC within 60 days of the date of the hearing. The SEBC accepts or modifies the report and notice of the decision is sent by email (if available), regular U.S. mail, and certified U.S. mail postmarked to You within 60 days; **OR**
- b. Hears the appeal and notice of the decision is sent by email (if available), regular U.S. mail, and certified U.S. mail postmarked to You within 60 days of the hearing.

LEVEL IV APPEAL – ADMINISTERED BY DELAWARE SUPERIOR COURT

10. **IF YOU DISAGREE WITH THE LEVEL III APPEAL DETERMINATION**, You may appeal the decision to the Delaware Superior Court within 30 days of the postmark date of the certified notice from the State Employee Benefits Committee containing their decision.

Social Security: *When must I apply for Social Security Benefits?*

The Employer may require that You apply for Social Security Disability Benefits if it appears that Your Disability may meet the minimum duration required to qualify for such benefits. If the Social Security Administration denies eligibility for any such benefits, You will be required to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Subrogation: *What are the Employer's subrogation rights?*

If You:

- 1) develop a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Plan in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then the Employer will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The Plan in connection with the Disability.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

Plan Interpretation: *Who interprets the terms and conditions of The Plan?*

The Employer has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Plan.

TERMS AND DEFINITIONS

Actively at Work means You will be considered actively at work on a day that is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on that day.

You will be deemed to be Actively at Work on a day which is not one of the Employer's scheduled workdays if You were Actively at Work on the preceding scheduled workday.

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours in the Employer's normal work week.

Assistive Technology means assistance for individuals with disabilities to obtain the tools they need in order to learn, work, play, and participate in community life safely and independently.

Claims Evaluator means the Hartford Life and Accident Insurance Company.

Current Weekly Earnings means weekly earnings You receive from Your Employer and other employment if applicable, while working on a part-time or limited duty basis and eligible for Residual Disability Benefits.

Delaware State Employees' Pension Plan participant shall mean an individual who:

Is employed by:

- a. The State including elected or appointed officials; or
- b. The State Department of Education, a school district which is part of the state school system, the University of Delaware or Delaware Technical Community College; or
- c. A state agency that is supported wholly or in part by funds granted to the State by the federal government.

Disability or Disabled means Total Disability or Residually Disabled.

Employer means the State of Delaware named in the Schedule of Benefits.

Employing Organization means the agency, school district, charter school, institution of higher education, court system or Delaware Solid Waste Authority (DSWA) employing claimants in a position covered by the Delaware State Employees Pension Plan in accordance with 29 Del.C. Ch. 55 who are U.S. citizens or U.S. residents actively at work for one full day on or after January 1, 2006.

Health Care Provider means an individual licensed, certified or otherwise authorized or permitted by law to provide health care in the ordinary course of business or practice of a profession.

Less Than Twelve Month Educational Employees means those employed by School Districts, Charter Schools, the DOE, University of Delaware, Delaware State University and Delaware Technical Community College whose normal working period is a school year or semester which is less than 12 months in duration per calendar year. "Less Than Twelve Month Educational Employees" are not defined or categorized by the employee's length of employment.

Mental Condition means any psychological, behavioral, or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorder, but excluding demonstrable structural brain damage.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or to Your family, as a result of the period of Disability for which You are claiming benefits under this Plan. This includes any such benefits for which You or Your family are eligible, or that are paid to You, Your family, or to a third party on Your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, the Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You, Your spouse, or Your children are eligible to receive because of Your Disability;
2. a plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, or as a result of membership in or association with a group, association, union, or other organization;
3. the Veteran's Administration or another foreign or domestic governmental agency for the same disability;

4. a governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;
5. an individual insurance policy where the premium is wholly or partially paid by the Employer;
6. a temporary or permanent disability benefits under a workers' compensation law, occupational disease law, or similar law including the salary supplement;
7. compulsory "no-fault" (or personal injury protection (PIP)) automobile insurance; or
8. the portion of a settlement or judgement of a lawsuit that represents or compensates for Your loss of earnings for the disability.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, this lump sum will be pro-rated:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

Plan means the Plan of Short Term Disability benefits provided and funded by the Employer, according to the terms and conditions stated in this booklet.

Pre-Disability Base Pay means the employee's usual rate of pay paid to the employee on the last day of employment before the employee developed a disability including hazardous duty pay, if applicable.

If You meet the definition of disability defined in this Plan, Your Pre-Disability Base Pay will be the weekly rate in effect on Your last day Actively at Work before developing a Total Disability. Pre-Disability Base Pay does not include commissions, bonuses, shift differential pay, overtime pay or any other fringe benefit or extra compensation.

Prior Plan means the Short Term Disability Plan of benefits (whether insured or uninsured) sponsored by the Employer on the day before the Plan Effective Date.

Residual Disability or Residually Disabled means that You are prevented by:

1. accidental bodily injury;
2. sickness;
3. Mental Condition;
4. substance abuse; or
5. pregnancy,

from performing some, but not all, of the essential duties of Your or any occupation, and as a result, Your Current Weekly Earnings are 20% or more, but no more than 80% of Your Pre-Disability Base Pay.

Return to Work or "RTW" means You return to active employment from an approved Disability.

Return to Work Authorization means medical documentation releasing You to return to work with or without restrictions.

Return to Work Coordinator or "RTWC" means the person in the Department of Human Resources, Statewide Benefits Office "SBO" who provides RTW and stay at work assistance to employees or former employees who are currently on an approved STD or LTD claim or were previously on an approved STD or LTD claim.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled means that You are prevented by:

- Injury;
- Sickness;

- Mental Condition;
- Substance Abuse;
- pregnancy; or
- loss of license due to medical condition;

from performing the Essential Duties of Your Occupation, and as a result, You are earning 20% or less of Your Pre-Disability Base Pay.

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific Employer or at a specific location.

You or Your means the covered employee to whom this booklet is issued.