Montefiore Mount Vernon Hospital
Montefiore New Rochelle Hospital
Schaffer Extended Care Center

Montefiore

# Registered Nurses (NYSNA) Disability Benefits Program

## 2014 Summary Plan Description

# Disability Benefits

Disability benefits continue part or all of your pay if you are ill or injured and unable to work. Coverage is provided by the following:

- Short-term Disability (STD) Benefits – including Paid Sick Leave, New York State Disability and Supplementary Sick Pay
- Intermediate-term Disability

  *and*

- The Long-term Disability (LTD) Plan.

## Eligibility

You are eligible for disability benefits if you are employed by Montefiore Mount Vernon Hospital, Montefiore New Rochelle Hospital or Schaffer Extended Care Center in an eligible position covered by a collective bargaining agreement with the NYSNA and are a:

- Regular or temporary full-time registered nurse

  *or*

- Regular or temporary part-time registered nurse working at least 50% of a full-time schedule.

Eligible individuals include associates whose collective bargaining agreement provides for coverage under the Registered Nurses Benefits Program. In determining your eligibility, the Plan Administrator will rely on the worker classification assigned to you by Montefiore as determined under Montefiore's Human Resources Policy and Procedure Manual.

## When Coverage Begins

| For: | This is when coverage begins if you are eligible and are a: | |
|---|---|---|
| | **A regular full-time or eligible part-time RN** | **A temporary full-time or eligible part-time RN** |
| Disability Benefits | | |
| ▪ Paid Sick Leave | The day after you complete 30 days of employment | The day after you complete 90 days of employment |
| ▪ New York State Disability Benefits | The day after you complete four weeks of employment | |
| ▪ Supplementary Sick Pay<br>▪ Intermediate-term Disability<br>▪ Long-term Disability | The day after you complete 90 days of employment | |
| * If you are absent from work on the day your coverage would otherwise begin, coverage will start the day after you return to Montefiore, perform the usual duties of your job and work your regularly scheduled hours. | | |

## Cost

Montefiore pays the full cost of your Paid Sick Leave, Supplementary Sick Pay, Intermediate-term and Long-term Disability benefits.

You make contributions for New York State disability benefits – ½% of your pay up to a maximum contribution of $1.20 each biweekly pay period – Montefiore pays the rest.

## Enrollment

Short-term Disability and Basic Long-term Disability is automatic. There is nothing you need do to enroll. You pay the full cost of Basic LTD coverage as well as any buy-up disability coverage you elect.

## Short-term Disability

Under Short-term Disability you are considered disabled if, as the result of a non-occupational injury or sickness (including pregnancy), you are unable to perform your regular duties or any other duties that Montefiore may offer you at your regular wages.

Short-term Disability benefits are provided by:

- Paid Sick Leave
- New York State Disability

  *and*

- Supplementary Sick Pay.

### Paid Sick Leave

If you are unable to work due to an illness or injury, you should notify your supervisor at least one hour before your regularly scheduled work day shift begins – two hours before an evening or night shift.

To be eligible for payment of Paid Sick Leave, proof of your illness may be required. Following your recovery, Montefiore may require that its Occupational Health Service (OHS) physician examine you before you are permitted to return to work.

You may also be eligible to use up to two days of your Paid Sick Leave in a calendar year in case of your child(ren)'s illness.

#### *For Full-time Registered Nurses*

Once you become eligible for this Plan, you accrue 7½ hours of Paid Sick Leave for each calendar month that you work up to a maximum accrual of 900 hours.

If it is determined that you are disabled, short-term disability benefits start on your sixth consecutive workday of absence. You'll receive 100% of your base salary for each day you are absent up to the total number of paid sick days you have accrued.

#### *For Part-time Registered Nurses*

Paid Sick Leave accruals are pro-rated for part-time RNs, based on the percentage of the full-time schedule worked. For example, if you are an eligible part-time RN working 50% of a full-time schedule, you accrue 3.75 hours (50% of 7½) of Paid Sick Leave for each calendar month that you work.

#### *Paid Sick Leave Accruals*

After you receive Paid Sick Leave for five consecutive workdays and it is determined that you are disabled, the Medical Center receives the New York State Disability benefits (50% of your annual base earnings up to a maximum benefit of $170 each week for up to 26 weeks in a 52 week period) paid on your behalf from its insurance carrier. If you return to work for the Medical Center, the value of those payments is converted to hours and added to your sick leave accrual up to the amount of sick time accrued prior to being disabled. If you *don't* return to work for the Medical Center, you will not receive sick leave accruals for those hours.

## Sick Leave "Buy Back"

The Paid Sick Leave Plan permits you to "buy back" – i.e., receive one hour's regular pay for an hour of accrued sick time as shown in the following table.

| **If on November 1st You Have Accrued:** | **On The Following October 31 You Can "Buy Back:"** | **For example, if you are a full-time RN and used 15 hours of Paid Sick Leave, you could "buy back" up to:** |
|---|---|---|
| more than 90 but less than 450 hours | Up to one-half of the hours accrued but not used during the preceding 12-month period. The maximum number of hours available for "buy back" is 45 hours. Any Paid Sick Leave hours used will reduce the number of hours available for "buy back." | 30 hours |
| more than 450 hours | Hours accrued but not used during the preceding 12-month period. The maximum number of hours available for "buy back" is 90 hours each year. Any Paid Sick Leave hours used will reduce the number of hours available for "buy back." | 75 hours |

The total hours of accrued sick time will be reduced by the number of hours you elect to "buy back."

During November, your supervisor will provide you with a form that shows whether or not you are eligible for a "buy back." If you are eligible and wish to "buy back" sick leave, you must complete and sign the form authorizing the "buy back" and return it to your supervisor as instructed on the form. Montefiore will make every effort to make payment before December 25th of each year.

## Sick Time Bank

The Sick Time Bank (STB) allows you to donate your unused sick time available for "buy back". Donated sick time will provide benefits for nurses who have used their sick time due to a serious illness or injury.

Sick time will be credited to the bank based on its monetary value. For example, if an hour of donated time has a value of $100 and the nurse receiving the time earns sick leave at $50 an hour, then that nurse will receive two hours of donated sick time.

For additional information regarding the Sick Time Bank, contact Montefiore's HR-Benefits Office.

### New York State Disability

After you have exhausted your Paid Sick Leave, as long as it is determined that you continue to be disabled, you will be paid the New York State Disability benefit directly by the insurance carrier (50% of your annual base earnings up to a maximum benefit of $170 each week) for the balance of the 26 week maximum in a 52 week period.

### Supplementary Sick Pay

If it is determined that you are disabled, Supplementary Sick Pay begins after your have used all of your accrued Paid Sick Leave – but in no event before the sixth consecutive workday of your absence. Montefiore provides Supplementary Sick Pay which, in combination with New York State Disability benefits, continues two-thirds of your base salary up to a maximum combined benefit of $280 ($110 *plus* $170) a week.

In no case will Supplementary Sick Pay be paid until the Medical Center receives notification of payment from its insurance carrier of New York State Disability benefits. That is why it's important that you, your supervisor and your physician complete and submit the appropriate forms to the HR-Benefits Office as promptly as possible.

#### *Duration of Payments*

Once they begin, Short-term Disability benefits continue for as long as you remain disabled – but not beyond 26 weeks from the date that you first became disabled.

## Intermediate-term Disability

Once you become eligible and as long as it is determined that you continue to be disabled, Intermediate-term Disability benefits begin after Short-term Disability benefits stop.

### Plan Benefits

Intermediate-term Disability benefits continue two-thirds of your base salary up to a maximum benefit of $170 a week.

#### *Duration of Payments*

Intermediate-term Disability benefits continue for a maximum of 26 weeks.

## Long-term Disability (LTD) Plan

This Plan helps replace part of your income if you become disabled as a result of sickness, accidental injury or pregnancy, for more than 365 days. To qualify for benefits, you must be under the regular care of a physician and be:

- Unable to perform the majority of the substantial and material duties of your own occupation (the occupation you perform regularly for Montefiore Medical Center before your disability begins).

  *or*

- Unable to earn more than 80% of your indexed predisability earnings while working in any occupation or your own occupation on a modified basis.

After the first two years of receiving LTD benefits, you may continue to qualify for benefits if:

- You cannot perform the majority of the substantial and material duties of any gainful occupation for which you are or may reasonably become qualified based on education, training, or experience.

  *or*

- You are performing the substantial and material duties of your own occupation or any occupation on a modified basis and are unable to earn more than 50% of your indexed predisability earnings.

The loss of a professional or occupational license or certification does not, in itself, determine disability.

### Predisability Earnings

Monthly predisability earnings are your monthly wages in effect prior to the date you become disabled. Wages include your contributions to the Personal Voluntary Annuity 403(b) Plan, Flexible Spending Accounts and before-tax contributions you make to the Montefiore Benefits Program. Earnings do not include commissions, bonuses, tips, differential pay, housing and/or car allowance or overtime pay.

#### *Indexed Predisability Earnings*

During your first year of disability, your indexed predisability earnings and your predisability earnings are the same. On each March 1, following the date you become disabled, your indexed predisability earnings will be increased by the average rate of increase in the Consumer Price Index (CPI) during the preceding calendar year up to an annual maximum of 10%. There will never be a decrease in your indexed predisability earnings, even if there is a drop in the CPI. When you return to work under a **Work Incentive Period**, indexed predisability earnings are used to determine the reduction, if any, in LTD benefits due to income from other sources; they are *not* used to provide increases in LTD benefit payments.

## Elimination Period

The Elimination Period is the length of time of continuous partial or total disability which must be satisfied before you are eligible to receive benefits. Your benefit payment period begins after you have been disabled for 365 days.

If you recover and return to work:

- During the elimination period and become disabled again, your elimination period will pick up at the point where it was left off when you recovered. You have 730 days to satisfy the 365-day elimination period. The days that you are not disabled will not count toward your elimination period.
- For six months or less – after you have been receiving LTD benefits – and then again become disabled from the same or related cause, you are not required to complete a new elimination period.

## Plan Benefits

When you are unable to work in any capacity during the benefit payment period, your monthly benefit equals your primary monthly benefit less income from other sources. If you are not eligible for income from other sources, the LTD Plan provides the full benefit.

LTD Plan benefits continue:

- 50% of your predisability earnings
- Up to a maximum benefit of $430 a month. The minimum LTD Plan benefit is $85 a month.

## Income from Other Sources

Your monthly LTD benefit will be reduced by any income you receive from the following sources:

- Any sick pay or other salary continuation (but not vacation pay) paid to you by the Medical Center
- Any amount you, your spouse or your children receive from Social Security or a similar act or plan due to your disability or your retirement
- Any amount you receive or are eligible to receive due to your disability from:
  - Workers' Compensation or similar law, including amounts for partial or total disability, whether permanent or temporary
  - Any group insurance coverage other than group credit insurance or group mortgage disability insurance
  - Any state unemployment compensation disability benefit law or state disability income benefit law
- Any disability retirement benefits you elect to receive from a defined benefit pension plan to which Montefiore contributed on your behalf
- Renewal commissions received from the policyholder
- Severance pay
- Any amount you receive by compromise, settlement or other method as a result of a claim for any of the above.

Income from other sources does not include:

- Amounts you receive:
  - For reimbursement of hospital, medical or surgical expenses
  - As an award or settlement for medical benefits, rehabilitation benefits, income benefits for fatal or scheduled injuries involving loss or loss of use of specific body members
  - From a tax-sheltered annuity (e.g., the Personal Voluntary Annuity 403(b) Plan), non-qualified deferred compensation plan, Individual Retirement Account (IRA), Keogh (HR-10) Plan or a retirement plan under a Professional Service Corporation with respect to principals or shareholders

    *or*

  - Which represent reasonable attorney's fees incurred in connection with the claim for income from other sources
- Benefits from any individual disability insurance policy
- Military or Veterans Administration disability or retirement payments
- Cost of living increases from any income from other sources which become effective while you are disabled and eligible to receive payments (this exception does not apply to any increases in earnings if you work while disabled)
- Social Security or pension plan benefits being received before your disability begins.

Because your LTD benefits are coordinated with income from other sources, you must notify the Claims Administrator promptly if you receive or expect to receive any awards or settlements. You must notify the Claims Administrator of the nature of the other income benefits, the amounts received, the periods to which the other income benefits apply and the duration of the other income benefits if paid in installments.

## Work Incentive Period

If you are able to work while disabled, you may still be eligible to receive a disability benefit. If you are working during the benefit payment period, your monthly benefit for the 12 month work incentive period is the lesser of:

- 100% of your indexed predisability earnings, less income from other sources, less current earnings; or
- Your primary monthly benefit, less income from other sources.

After the work incentive period, your monthly benefit equals your primary monthly benefit less income from other sources and multiplied by your income loss percentage. Your income loss percentage is your indexed predisability earnings less any current earnings divided by your indexed predisability earnings.

## Rehabilitation Services and Benefits

### Rehabilitation Services

While disabled, you may qualify to participate in a rehabilitation plan. The rehabilitation staff will work with you, your physician(s), Montefiore and its insurance carrier to create an individual rehabilitation plan to assist you in returning to work.

Rehabilitation assistance may include:

- Coordination of medical services
- Vocational and employment assessment
- Purchasing adaptive equipment
- Business/financial planning
- Retraining for a new occupation
- Educational expenses.

If you are not disabled, but have a condition that could prevent you from performing the substantial and material duties of your own occupation, preventive rehabilitation services may be offered.

#### *Reasonable Accommodation Benefit*

If you are able to work while you are disabled and if you make changes in your work environment or the way your job is performed that would allow you to return to work and perform the essential functions of your job, you may be eligible to receive a Reasonable Accommodation Benefit. After written authorization, the LTD Plan will reimburse you the cost of tools, equipment, furniture or other changes to the worksite or environment (not to exceed $2,000) that would allow you to return to work.

## Survivor Benefits

A survivor benefit equal to *three times* your monthly maximum LTD benefit is paid to your eligible survivors in a lump sum following your death, if you die while receiving LTD benefits.

Eligible survivors are:

- Your spouse or domestic partner
- Your unmarried dependent children
- Your parents
- Any person providing the care and support of any of the above
- Your estate, if you have no surviving family members, as indicated above.

In case of your death, your eligible survivors should notify the HR-Benefits Office immediately.

## Social Security Benefits

In case of disability, you may be eligible for primary and/or family Social Security disability benefits. If you become totally disabled, you are required to apply for Social Security benefits as soon as possible. If the Social Security Administration denies your claim, you will be required to follow the Social Security Administration's claims review process. If your claim is denied a second time, and the insurance company agrees to pay the costs, you must request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

If you do not apply for Social Security disability benefits, the Insurance Company reserves the right to reduce your LTD benefits using an estimate of what you would have received from Social Security had you applied.

## Exclusions

The LTD Plan does not cover disabilities caused or contributed to by:

- Intentionally self-inflicted injury
- Active participation in a riot
- Participation in a felony
- War or act of war whether declared or not, any armed conflict whether civil or international, and any substantial armed conflict between organized forces of a military nature
- A disability caused by a *pre-existing condition* unless you have been continuously insured under the group policy for at least 12 months
- A new or continuing disability that begins after your benefit payment period has ended, but you have not returned to active work.

## Pre-existing Condition

A pre-existing condition is a sickness, injury or pregnancy, including all related conditions and complications, for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition at any time during the three months immediately before you became covered by the LTD Plan you:

Disabilities caused by a pre-existing condition that occur during your first 12 months of coverage under this Plan are *not* covered. However, that 12-month period will be reduced by any time you were covered under another employer's LTD Plan, if no more than 60 consecutive days elapsed between the dates your prior LTD coverage ended and coverage under this LTD Plan began.

Pre-existing condition exclusions also apply to benefit increases due to:

- Policy amendments
- Changes in earnings of 25% or greater.

## Duration of LTD Benefits

How long LTD benefits continue depends on your age when you become disabled. If your disability begins before age 60, benefits continue until the later of age 65 or 5 years after your benefit payment period begins. If you are age 70 or over when you become disabled, LTD benefits continue for one year.

| Age at Disability | Maximum Benefit Period |
|---|---|
| Age 60 through 64 | 5 years |
| Age 65 through 69 | To age 70, but not less than 1 year |
| Age 70 and over | 1 year |

Your disability benefits will end when you:

- Recover
- Reach the maximum payment period
- Cease to be under the regular and appropriate care of a physician
- Fail to provide any required proof of disability
- Fail to submit to a required medical examination
- Fail to report income from other sources, or any other required earnings information
- Fail to pursue Social Security disability benefits or Workers' Compensation benefits
- Die, except for any survivor benefits that may be payable.

### *Treatment of Mental Health Conditions*

If your disability is the result of a mental disorder, LTD benefits are paid for up to a lifetime maximum of 24 months – unless you are hospitalized when the 24-month period ends. If you are in the hospital when benefits would ordinarily end, benefits will continue during your confinement and up to 60 days following your release from the hospital. If you are hospitalized again during the 60-day period following hospitalization for at least ten consecutive days, benefits will continue for the duration of the second hospital confinement and the 60 day period following your release from the hospital.

## Other Benefits during Disability

While you are receiving Paid Sick Leave or Short-term Disability benefits, your Medical, Dental, Flexible Spending Accounts and Life Insurance benefits continue, as long as your salary is sufficient to cover any required contributions, or you arrange to prepay your contributions for these coverages.

AD&D Insurance and the Dependent Care Flexible Spending Account benefits end when Short-term Disability benefits end.

The following table shows how your coverages may be continued after Short-term Disability benefits end.

| To Continue This Coverage After Short-term Disability Benefits Stop: | You Must: |
|---|---|
| Medical Coverage* | |
| ▪ For you and your covered family members at the time you became disabled, if you remain disabled and your LTD claim is not approved | ▪ Elect **Continuation Coverage (COBRA)** and pay the required premium. |
| ▪ For you and your covered family members at the time you became disabled, if you remain disabled and your LTD claim is approved | ▪ Your coverage will continue , at no cost to you, for you and your covered family members subject to plan eligibility provisions up to 24 months from your date of disability or until you become eligible for Medicare, if earlier. When coverage stops, you may elect **Continuation Coverage (COBRA)**. Generally, to become eligible for Medicare, you must have received Social Security disability benefits for 24 months, or have permanent kidney failure. You must apply for Social Security disability benefits. |
| Dental coverage for you and your family members | Elect **Continuation Coverage (COBRA)** and pay the required premium. |
| Health Care Flexible Spending Account | Make contributions on an after-tax basis for the rest of that calendar year. |
| Life Insurance | Convert to an individual insurance policy if you are age 70 or older when you become disabled. If you are under age 70 when you become disabled, Life Insurance continues at no cost to you until you reach age 70, then you can convert to an individual policy. |

* If you contract the HIV virus as a result of your employment with Montefiore and become eligible for Workers' Compensation benefits, Medical coverage for you will continue until you become eligible for Medicare – but in no case longer than 29 months. When Medical coverage stops, you can elect COBRA if you are not eligible for Medicare for whatever time remains under the COBRA provisions.

## Claiming Benefits

### Short-term and/or Intermediate-term Disability

If you are absent from work, you should notify your supervisor immediately. He or she will arrange to send you the appropriate form for claiming benefits for Supplementary Sick Pay and New York State Disability benefits, if your absence is expected to continue for more than seven calendar days. The form must be completed by you, your supervisor and your doctor and submitted to Montefiore's HR-Benefits Office within 10 days of the date your disability begins.

Supplementary Sick Pay and New York State Disability benefits begin on the eighth consecutive calendar day of disability and continue for up to 26 weeks.

You should be aware that if you terminate employment for any reason other than disability, and you become disabled during the four weeks after your termination, you may be eligible for New York State Disability benefits.

### Long-term Disability

If you expect to remain totally disabled for more than 365 days, you or a family member should contact Montefiore's HR-Benefits Office to begin the application process for LTD benefits. LTD benefits cannot begin until the forms and necessary proof of disability have been submitted to and approved by the insurance company. You will need documentation showing that:

- You became disabled while covered under the Plan from a condition that the Plan does not exclude

  *and*

- Your disability is expected to continue for more than 365 days and you have been under the regular care of a physician.

You will also be asked to submit documentation of any other income payments that you are or may become entitled to receive.

When you file a claim, you agree to permit the insurance company to consult with your physician and to review any related medical records. The insurance company may also require that you be examined by a physician of their choice, at their expense.

Claims for LTD benefits must be submitted as soon as possible, but no later than 120 days after the end of the 365-day elimination period. Otherwise, benefits will not be paid.

Principal is the claims review fiduciary for the Long-term Disability Plan. The claims review fiduciary has the discretionary authority to interpret the coverages and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

## Termination of Coverage

Paid Sick Leave, Supplementary Sick Pay and Intermediate-term Disability stop on the day you leave Montefiore for any reason. New York State Disability benefits may continue.

LTD coverage ends on the date:

- The group policy is terminated
- You are no longer actively at work for any reason unless:
  - You are receiving full salary (including sick pay)
  - You are satisfying the elimination period before LTD benefits begin
  - You are on a leave of absence of 30 days or less
  - You are on an approved FMLA leave and continue to pay the required monthly contribution on a timely basis
- You are no longer eligible for the Plan
- You become a full-time member of the armed forces of any country
- You go on a temporary layoff or work stoppage
- You terminate your employment with Montefiore for any reason.

If the group policy is terminated while you are receiving LTD Plan payments, your benefits will not be affected in any way.

LTD insurance cannot be converted to individual coverage.

### *Continuation of Coverage*

If you continue to pay the premiums, your insurance may continue under the following circumstances:

- For an unpaid personal or educational leave of absence, through the end of the month following the date the leave begins.
- For an unpaid medical (non-maternity) leave of absence, to the end of the month following 6 months from the date the leave begins.
- For a maternity leave, to the end of the month following 4 months from the date the leave begins.
- For an unpaid military leave of absence, to the end of the month following 6 months from the date the leave begins.
- For layoff, up to 1 month.

## ERISA Additional Information

This section contains information about how the LTD Plan is administered and your rights as a participant as defined under the Employee Retirement Income Security Act of 1974 (ERISA). Under the provisions of ERISA, the U.S. Department of Labor requires that you be provided with this additional information.

### Plan Sponsor

The sponsor of the LTD Plan is:

Montefiore Medical Center
111 East 210th Street
Bronx, New York 10467-2490

### Plan Administrator

The Plan Administrator for the LTD Plan is:

Vice President, Human Resources
Montefiore Medical Center
111 East 210th Street
Bronx, New York 10467-2490
**(914) 378-6550**

### Employer Identification Number

The Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS) to Montefiore Medical Center is 13-1740114.

### Claim Denial and Appeal

Generally, the insurance company will make a decision about an LTD claim within 45 days after receipt of your claim. In the event of special circumstances, the insurance company may extend the period for a determination for two additional 30-day periods. In each case, the insurance company will give you a written notice stating the reasons for the delay and the expected date of the decision. The notice of the extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues (you will be given 45 days to provide any specified information required of you).

If your claim for benefits is denied, in whole or in part, you will receive a written explanation, which will include:

- The specific reasons for the denial of your claim
- The specific references in the Plan document that support those reasons
- The information you must provide to verify your claim and the reasons why that information is necessary
- The procedure available for further review of your claim
- Any internal rule, guideline, protocol or other similar criterion that was relied on in denying your claim or a statement that a copy of such internal rule, guideline, protocol or other similar criterion will be provided free of charge to you on request

  *and*

- If the determination is based on a medical judgment, an explanation of the scientific or clinical judgment for the determination or a statement that the explanation will be provided free of charge to you on request.

### *Your Right to Appeal*

You have the right to appeal an LTD claim that is denied in whole or in part. Your appeal must be in writing and can be made by you or anyone you select to represent you.

In preparing your appeal, you may include any written comments and relevant information, even if such materials were not submitted or considered in the initial benefit determination. The Plan shall permit you, upon request and free of charge, reasonable access to any information pertinent to your claim. The Plan will also identify any health care professional consulted in the claim.

LTD appeals should go to the following address within 180 days after you receive the denial:

Principal Life Insurance Company
Attn: Group Life & Disability Claims Department
Des Moines, IA 50392-0002
**(800) 245-1522**

The insurance company will conduct a full and fair review of your appeal and will notify you of the decision within 45 days. The insurance company may, due to special circumstances, extend the period for determination for up to an additional 45 days. In that case, the insurance company will give you a written notice stating the reasons for the delay and the expected date of the decision. In reviewing your appeal, the insurance company, if appropriate, will consult a health care professional. Such professional will not be the same individual or a subordinate of any individual consulted in the initial claim determination. The persons reviewing your claim on appeal on behalf of the insurance company will not be those or persons subordinate to those who made the initial determination. The initial determination will not be afforded any deference.

If your appeal is denied, in whole or in part, the decision will be in writing, and will include:

- the specific reasons and the Plan provisions on which the decision was based
- A statement informing you of your right to reasonable access to all relevant documents
- An explanation of what to do to have the decision reviewed if your appeal is denied, including a statement of your right to bring a civil action under the terms of the Plan or under section 502(a) of ERISA
- Any internal rule, guideline, protocol or other similar criterion that was relied on in denying your claim or a statement that a copy of such internal rule, guideline, protocol or other similar criterion will be provided free of charge to you on request
- If the determination is based on medical necessity or experimental treatment or other limit, an explanation of the scientific or clinical judgment for the determination or a statement that the explanation will be provided free of charge to you on request

  *and*

- The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what might be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Throughout the claims review procedure, you may have a personal representative act on your behalf.

Any failure on your part to comply with the request for information by the Claims Administrator may result in a delay or a denial of your claim.

You cannot file suit in federal court until you have exhausted these appeals procedures. If the Plan fails to follow the claims review procedures at any point during the process, however, such as by failing to respond to your benefit claim or appeal, you will be deemed to have exhausted the remedies available under the Plan and you will be entitled to bring a civil action.

## Legal Service

Legal process may be served on the Vice President, Human Resources, Montefiore Medical Center, 111 East 210th Street, Bronx, New York 10467 and, in addition, on the insurance company, if any.

## Union Agreement

The benefits described in this SPD are also outlined in the current agreement between Montefiore Medical Center and the following union representing registered nurses:

New York State Nurses Association
11 Cornell Road
Latham, NY 12110-1403

Copies of the collective bargaining agreement are distributed or made available to those covered by the agreement and to any other associate or retiree who submits a written request for a copy to the union or to the Vice President, Human Resources.

## Administrative Information

| Official Plan Name | Plan Administrator/Insurance Company | Plan Number | Plan Funding |
|---|---|---|---|
| Paid Sick Leave<br>Intermediate-term Disability | Montefiore Medical Center<br>111 East 210 Street<br>Bronx, NY 10467 | n/a | Medical Center contributions |
| Supplementary Sick Pay | Montefiore Medical Center<br>111 East 210 Street<br>Bronx, NY 10467 | 583 | Medical Center contributions |
| Long-term Disability | Principal Life Insurance Company<br>Attn: Group Life & Disability Claims Department<br>Des Moines, IA 50392-0002<br>**(800) 245-1522** | 508 | Associate contributions |

## Plan Type and Plan Year

The following table shows the plan year on which plan records are maintained and the plan type.

| | Plan Type | Plan Year |
|---|---|---|
| Paid Sick Leave | Welfare | January 1 to December 31 |
| Supplementary Sick Pay | Welfare | January 1 to December 31 |
| Long-term Disability | Welfare | January 1 to December 31 |

## Plan Documents

This Summary Plan Description describes only the highlights of the LTD Plan and does not attempt to cover all details. These are contained in the Plan documents and/or insurance company contracts, which legally governs the Plan and which are controlling in the event of a conflict with this Summary Plan Description. These documents, as well as the annual report of the LTD Plan's operation and description (which is filed with the U.S. Department of Labor), is available for review through the HR-Benefits Office during normal working hours. Upon written request to the Plan Administrator, copies of any of these documents will be furnished to a Plan member or beneficiary within 30 days at a nominal cost.

## Plan Continuation

Montefiore expects and intends to continue the LTD Plan indefinitely, but reserves the right to change, modify or terminate the Plan, in whole or in part, at any time and for any reason. If coverage is terminated, you will not have the right to any benefits or have any further rights – other than payment of covered expenses you had incurred before the Plan terminated.

## Your Rights under ERISA (Employee Retirement Income Security Act of 1974)

The benefits provided by the LTD Plan are covered by ERISA. The law does not require employers to provide benefits. However, it does set standards for any benefits they wish to offer – and it requires that you be given an opportunity to learn what those benefits are and your rights to them under the law. ERISA provides that all Plan participants, with appropriate notice, shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all Plan documents, including trust agreements, insurance contracts and copies of all related documents filed with the U.S. Department of Labor, such as detailed annual reports.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator, who may make a reasonable charge for the copies.
- Receive a summary of each Plan's annual financial report. Montefiore is required by law to furnish each participant with a copy of the Summary Annual Report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plans, called "fiduciaries" of the Plans, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. Although these rights are in no way a guarantee or contract of employment, no one may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from a Plan or exercising your rights under ERISA.

If a claim for a benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the appropriate fiduciary review and reconsider your claim.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the appropriate fiduciary and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the appropriate fiduciary to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the appropriate fiduciary.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning a medical child support order or the status of a qualified domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse a plan's money, or, if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who pays court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if for example it finds your claim is frivolous.

If you have any questions about the LTD Plan, you should contact the appropriate fiduciary. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of EBSA, U.S. Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA at **(800) 998-7542**.