

Short-Term Disability

Regular full-time associates are eligible for short-term disability benefits ("STD") after ninety (90) days of full-time continuous active service. This benefit is provided at no cost to associates. STD provides short-term income protection when an associate is unable to perform the essential function of their regular position due to a "qualifying health condition" for up to a maximum of twenty-six (26) weeks. Under no circumstance will an associate be approved for a period of STD benefits that exceeds the duration of their most recent period of active employment (ex: a new hire with 100 days of service is limited to 100 days of STD benefits).

STD benefits provide approved associates income protection benefits for work time lost due to a qualifying health condition. STD benefit payments are paid through Four Seasons payroll after all required documentation is received and approved. All deductions (taxes, medical, 401k, etc) are withheld from these payments.

Approved, regular full-time hourly associates may be paid up to 100% of their regular gross pay, based on the table below, for their regular full-time work week (subject to 40 hours/week maximum), for work time lost due to a qualifying health condition. For purposes of this policy, gross pay is only the associate's regular base rate of pay and does not include any overtime, incentive, shift differential, etc. Length of service will be calculated based on your date of full-time service and the start date of your disability period (including waiting period, if applicable):

Length of Service (FT)	Disability %
90 Days – 4 Years	66 2/3
5 – 9 Years	80
10+ Years	100

Approved, regular full-time salaried associates will be eligible for 100% salary continuation for work time lost due to a qualifying health condition after ninety (90) days of full-time continuous active service.

STD benefits are subject to a seven (7) calendar day waiting period unless the associate is hospitalized, in which case benefits begin with the first day admitted to the hospital for an overnight stay. Associates, who are subject to the seven (7) calendar day waiting period, must use available Paid Time Off (PTO) for normally scheduled work days during this waiting period. Associates who need to resume a STD leave less than thirty (30) days after returning to work from a prior STD leave for the same qualifying health condition will not be required to complete a new waiting period.

Associates who are absent from work on an STD Leave will maintain their service time for benefit and pay purposes; however, STD shall not count as "hours worked" for purposes of overtime earnings. Associates who are receiving STD benefits will not be entitled to holiday pay for any holidays, including their birthday, that fall during their leave.

In the event that an associate is eligible for a wage increase during an STD leave, the increase will be held and made effective on the date that the associate returns to active work.

Associates who wish to maintain other employment (or self-employment) during any period of STD absence must have prior written permission from the Human Resources Department to do so. Failure to obtain prior written permission may result in termination of employment. Such other employment cannot interfere with the associate's recovery. Any earnings from other employment (or self-employment) while receiving STD benefits through Four Seasons shall be offset against STD benefits.

As a condition of receiving (or continued receipt of) benefits, an Associate must: a) agree to and sign the Short-Term Disability Agreement; b) comply with any ongoing requirements regarding medical documentation and independent medical examinations that may be required from time to time; and c) consent to communications between the Company and medical providers. An associate's refusal to cooperate or otherwise provide such information may result in denial or termination of benefits, and may result in termination of employment. Likewise, an associate's failure to promptly provide documentation from his/her most recent appointment concerning the qualifying health condition shall result in discontinuation of benefits and may result in termination of employment.

If the twenty-six (26) weeks of short-term disability benefits have been exhausted, associates must return to active employment for a minimum of 90 calendar days in order to be eligible for any additional STD benefits.

In all cases, approved STD Leave will be charged against the eligible associate's annual twelve (12) week Family Medical Leave Act (FMLA) entitlement. Associates who are able to return to work during their approved FMLA leave period will typically be returned to their original job, or an equivalent job with equivalent pay, benefits, etc. Associates who are not eligible for FMLA leave may be eligible for STD benefits; however, approval for STD benefits shall not be deemed an approval for FMLA leave. Associates who are receiving STD benefits but not approved for FMLA leave (e.g. due to ineligibility or exhaustion of FMLA) are not guaranteed reinstatement to any position; however, the Company will make reasonable efforts to do so. In the event associates remain unable to return to work at the conclusion of the twenty-six (26) week STD period, Four Seasons will: (a) review the circumstances and evaluate whether it is feasible to continue their employment any longer; and (b) notify the associates of their option to apply for long-term disability benefits, if applicable. Associates who are terminated due to inability to return to work may apply for re-employment upon their release to return to work barring any previous disqualifying offense.

Additional information regarding the terms and conditions of the Short-Term Disability program is contained in the Short-Term Disability Agreement and can be obtained by contacting the Human Resources Department.