



NRECA Long-term Disability Plan

Financial protection if you become disabled

EMPLOYEE GUIDE

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The NRECA Long-term Disability Plan

The NRECA Long-term Disability (LTD) Plan provides you with some financial protection while you recover from a disabling illness or injury and then return to work ... or you make changes in your lifestyle to adjust to living with a permanent disability.

This brochure briefly explains your LTD benefits and your responsibilities while on disability. For an overview of your responsibilities, see “Your Responsibilities While Applying for or Receiving LTD Benefits” inside the back cover of this brochure.

Your LTD plan does not replace 100% of your earnings before you were disabled. It insures a portion of your income—at the benefit level elected by your cooperative—against the effects of a disability. The LTD plan gives you a financial “safety net” when an illness or injury affects your ability to work.

The goal of the NRECA LTD Plan is to help you regain a productive life, whenever possible, so you can return to work. The plan requires that you receive care from a qualified health care provider that is appropriate for your disabling condition and that will give you the care and treatment you need to recover. Your LTD plan also provides assistance to help you return to work as soon as possible.

Please refer to your summary plan description (SPD) for more information about your LTD benefits.

Cooperative Benefit Administrators (CBA) processes your claim and manages the NRECA LTD Plan. If you have questions about your claim, contact CBA’s disability unit at **402.483.9355**.

This brochure provides general information about the NRECA Long-term Disability Plan. The plan is operated and administered in accordance with the official plan documents. If there are inconsistencies between this brochure and the official plan documents, the plan documents will govern.

Photographs in this brochure are for illustrative purposes only.



Eligibility for LTD Benefits

Your eligibility to receive LTD benefits is determined generally by the definition of disability.

Definition of Disability

Disability can occur as the result of a covered illness or injury (including a mental/nervous condition, or an episode of substance abuse) that is either job related or non-job related. The NRECA LTD Plan separates disability into two periods:

For the first 24 months, you are considered disabled if you are unable to do some or all of the material and substantial duties of your own occupation, as performed in the national economy when your disability began, and you have lost at least 20% of your income. This is often referred to as the “own occupation” period of LTD.

After the first 24 months, you are considered disabled if you are unable to do some or all of the material and substantial duties of any gainful occupation, as performed in the national economy, for which you are qualified based on education, training or experience, and you have lost at least 40% of your pre-disability income. This is often referred to as the “any occupation” period of LTD.

Material and substantial duties, as used in both definitions, are essential tasks that cannot be reasonably modified for or omitted from your occupation. Working overtime is not considered a material and substantial duty.

Own occupation means any similar job that involves material and substantial duties of the same general nature as your regular job at the co-op when your disability begins.

Gainful occupation is any job that will pay you more than 60% of your earnings.

If you meet the above definition of disability for the appropriate period, you are considered disabled.

To receive the LTD benefit, you also must:

- Be receiving care from a physician that is appropriate to your disabling condition and that is administered as often as necessary so you achieve maximum medical improvement
- Meet other mandatory requirements of the plan

Pre-existing Condition

A disability also is not covered if your illness or injury is related to a pre-existing condition.

Pre-existing condition means:

- Any accidental bodily injury, sickness, mental/ nervous condition, or episode of substance abuse
- Any manifestations, symptoms, findings or aggravations related to or resulting from any of the above conditions for which you received, or a reasonable person would have sought, medical care during the 90-day period that ends immediately before the effective date of your coverage under this plan

If you sought or received treatment for any of the above conditions within 90 days before your LTD insurance coverage begins and you become disabled from that condition within one year after your coverage begins, LTD benefits will not be paid for that disability or successive periods of disability from that same condition. The pre-existing condition exclusion will not apply to a disability that starts after you have been covered for one year, provided you had returned to active full-time work.

Physicians and LTD

Physicians play an important role in the LTD claims process.

When you file your LTD claim, your physician is asked to complete the Attending Physician's Statement form and to provide medical records so that CBA can make the disability determination.

Remember, if you are being treated by more than one physician for your disabling condition, each one should complete a statement and send medical records. While you are on LTD, CBA may ask your physician for updated medical documentation.

Your LTD plan defines a physician as a legally qualified medical doctor or practitioner who is licensed in the governing jurisdiction and is practicing within the scope of his or her license. A physician who does not meet this definition will not be recognized by the plan.

A physician also cannot be related to you by blood or marriage.

Remember, at all times while you are on LTD, you must be under the care of a physician.



Submit Your LTD Claim

Your co-op benefits administrator provides you with an LTD packet, which includes the LTD Claim Application and an Attending Physician's Statement. The forms should be completed as follows:

- You complete the employee application and the authorization to obtain information
- An authorized individual at your co-op completes and submits the Employer's Statement and Essential Job Functions Statement
- Your primary physician completes the Attending Physician's Statement. If more than one physician is treating you for your disabling condition, each one should complete a separate statement

You are responsible for making sure that these LTD claim forms are completed and mailed to CBA at:

**Disability Unit –
Cooperative Benefit Administrators, Inc.
P.O. Box 6249 | Lincoln, NE 68506**

Once your forms are received, your LTD claim will be assigned to a disability claims specialist. The claims specialist will review your claim to ensure all documents have been completed properly. You will be contacted if more information is needed.

Processing Time

With some conditions, such as recovery following a routine surgery, your LTD claim may be processed in about two weeks after all the completed forms are received.

A more complicated condition may require additional medical information to better understand your claim. A decision on your benefit could take longer depending upon how quickly CBA receives the additional information.

Your claims specialist will update you periodically on the status of your LTD claim until a determination has been made. You can check the status of your claim by calling CBA's disability unit at **402.483.9355**.



When Your LTD Benefit Begins

Your LTD benefit begins when all necessary medical documentation has been received by CBA, your claim for LTD benefits has been approved, and you have fulfilled the benefit waiting period.

Benefit Waiting Period

The benefit waiting period is a time of continuous disability extending for 13 or 26 consecutive weeks (91 or 182 consecutive days, respectively) between the first scheduled day of work missed due to your disability and the day on which your LTD benefits begin. No benefits are payable during this time. You must fulfill the benefit waiting period before your LTD benefits can begin.

Your co-op elects the benefit waiting period. Check your summary plan description (SPD) or talk with your benefits administrator for your LTD plan benefit waiting period.

Your Case Manager

Once your LTD claim has been approved, CBA may provide you with a case manager who will explain what services and support you will receive and what steps you will need to take while on disability. This person also will help ensure you are receiving the necessary and appropriate services that you need to restore your health and return to work.

Your case manager can help with:

- Communicating with physicians
- Obtaining or coordinating medical services
- Obtaining or coordinating rehabilitation services
- Talking with supervisor(s)
- Work/skills assessment
- Job analysis
- Acquiring new job skills
- Returning to work

Your case manager will call you and give his or her contact information. You may work with your case manager daily, weekly or monthly, depending upon your needs. There is no cost to you. Remember, compliance and cooperation with case management are necessary.



The LTD Benefit

The LTD benefit is a percentage of your pre-disability monthly salary—50%, 60% or 66 ²/₃%, as elected by your co-op. Salary is your wages at the time your disability began, based on a normal workweek not exceeding 40 hours. It does not include:

- Bonuses
- Deferred compensation
- Overtime pay
- Other additional compensation

The maximum combined monthly benefit from the LTD plan and the NRECA Excess Long-term Disability Plan is \$15,000, and the minimum monthly benefit is \$65. The monthly LTD benefit will be sent before the first day of the following month.

Your LTD benefit under this plan cannot be based on compensation greater than the IRS compensation limit, which is adjusted annually for inflation. If your compensation exceeds this limit, the benefit amount for your compensation over the limit will be insured and paid by a supplemental insurance policy under the Excess LTD plan.

Taxes and Automatic Deduction

You must pay federal income taxes on the LTD benefit attributable to the portion of the premium your co-op paid for your LTD coverage.

If you paid all or part of the premium for your LTD coverage on an after-tax basis, you do not pay federal income taxes on the LTD benefit attributable to the portion of the premium you paid.

If you paid all or part of the premium for your LTD coverage on a pre-tax basis, you pay federal income taxes on the LTD benefit attributable to the portion of the premium you paid.

For all taxable payments, a default federal income tax of 22% will be withheld. You can change this amount by providing a W-4 form to CBA that indicates your requested number of withholdings. In addition, state income taxes will be withheld (in states where disability benefits are taxable), equal to a rate of “single with zero allowances” unless other instructions are given.

Social Security (FICA) taxes may be withheld from your disability income only during the first six months from the date your disability began.

To arrange or change an automatic deduction from your monthly LTD benefit, send a W-4 form to CBA. The address is:

Disability Unit—Cooperative Benefit Administrators, Inc. | P.O. Box 6249 | Lincoln, NE 68506

Offsets

Your LTD benefit may be reduced by other sources of income that you or your dependents are eligible to receive. Some of these income sources include:

- Workers’ compensation, or similar government benefits
- Social Security disability benefits
- State disability benefits
- Payments from any insurance policy, excluding individual disability insurance benefits
- Veterans Administration disability benefits that begin after you become disabled from employment at your co-op
- Loss of time payments of:
 - insurance or benefit plans that were paid wholly or in part by your co-op, including franchise group coverage
 - no fault laws or statutes
- Retirement benefits paid for by your employer
- Disability benefits payable under group life insurance paid for in whole or in part by your employer, which you have elected to receive
- Earning while disabled

If you receive a lump-sum payment of any of the benefits mentioned above, the total amount will be prorated and your monthly LTD benefit reduced.



Social Security

The LTD Plan requires that you apply for Social Security disability benefits. If CBA has not received either a Social Security award letter or a denial letter at the time you and your dependents would normally become eligible to receive Social Security benefits, an estimated Social Security amount may be deducted from your monthly benefit.

If the estimate made against your benefits creates a financial hardship, CBA will consider removing it if your signed Social Security Reimbursement Agreement and a copy of your application are on file. CBA will expect you to submit an appeal if Social Security denies your benefits.

NOTE: *While the standard 50% plan includes an offset for Social Security disability benefits, if your co-op has the grandfathered 50% LTD plan that doesn't offset for Social Security disability benefits, there's no Social Security offset applied to the benefit received under this plan.*

Other Co-op Benefits

After six months of disability, your NRECA basic and supplemental life insurance premiums and your contributions to the NRECA Retirement Security Plan will be waived. Your dependent life, medical, vision and dental benefits may continue as long as the premiums are paid and you continue to remain eligible for these benefits.

Contact your co-op benefits administrator for more information about your specific benefits.

Plan Provisions and How They Affect You

The following plan provisions, which apply to all NRECA LTD plans, encourage employees on disability to attempt to return to work in a partial or full capacity for their co-ops or another employer:

- Temporary recovery
- Loss of earnings
- Vocational rehabilitation
- Trial work period
- Workplace accommodation



The goal of the NRECA LTD Plan is to help you regain a productive life. These programs allow you to work at the level you are able to and help you to return to work gradually, while still protecting you financially.

Each program has specific guidelines and may require you to take certain actions.

Temporary recovery may occur, when you recover temporarily from a disability but then suffer a relapse and become disabled again from the same cause or causes.

The LTD plan allows you 30 days of temporary recovery during the benefit waiting period (page 5) without you having to begin a new benefit waiting period. These days of recovery do not count toward your benefit waiting period.

Any days that you work during your benefit waiting period will be added to the total days for the period. For example, if you come back to work for 5 days (and are paid for 5 days work), you will be eligible for LTD benefits at the start of 96 (or 187) days from when you began the benefit waiting period originally.

This provision encourages you to attempt to return to work during the benefit waiting period, if you are able, without penalty.

As a way to encourage rehabilitation and productivity, the **loss of earnings** benefit allows you to work while disabled and continue to receive a percentage of your LTD benefit in addition to your work earnings. The combination of the reduced LTD benefit and your work earnings may not exceed your standard LTD benefit.

Work earnings while disabled may come from your co-op, another participating co-op or from another employer.

The loss of earnings benefit includes the LTD benefit percentage (66²/3%, 60% or 50%, as elected by your co-op) multiplied by your pre-disability earnings (to get the standard LTD benefit) minus your work earnings while disabled and any offsets.

In the example, the loss of earnings benefit would be \$1,500. Added to your earnings of \$1,000 while disabled and the \$500 for Social Security, you would earn \$3,000, which in this case would equal your standard LTD benefit.

NOTE: According to the income loss provisions of the plan's definition of disability, an employee on LTD cannot earn more than the allowable income loss ratios and still be eligible to collect a LTD benefit. During the first 24 months of disability, or "own occupation" period, an employee on disability can earn no more than 80% of his or her pre-disability earnings. After the first 24 months of disability, or during the "any occupation" period, the employee can earn no more than 60% of his or her pre-disability earnings. The loss of earnings provision recognizes that while an employee meets the definition of disability, he or she may still be able to work in some capacity.

While the loss of earnings benefit provides opportunity for you to do some work while on disability, it does not obligate your co-op to provide work for you or for you to perform work.

Loss of Earnings Benefit Example

If an employee's earnings and benefit are:

Pre-disability monthly earnings = \$5,000

LTD benefit percentage level = 60% (The LTD benefit is \$3,000)

Earnings while disabled = \$1,000

Social Security = \$500

\$5,000 (pre-disability monthly earnings)

x 60% (LTD benefit level)

\$3,000 (standard LTD benefit)

- \$1,000 (earnings while disabled)

- \$500 (Social Security)

The loss of earnings benefit would be:

\$1,500

CBA may determine that **vocational rehabilitation** can help you get back to work, and it may agree to pay the expenses for the program. If this is the case, you will be notified of the type and the duration of the program, the expenses covered and the conditions for payment.

If CBA determines a vocational rehabilitation program is necessary and agrees to pay for it, your participation is mandatory. If you refuse to participate in the program, your LTD benefit may end.

Vocational rehabilitation must have CBA's prior approval. If you are interested in vocational rehabilitation, contact CBA's disability unit at **402.483.9355**.

Some examples of vocational rehabilitation programs include but are not limited to:

- Vocational planning
- Retraining program
- Employability assessment
- Labor market/employment services

A trial work period is a limited period during which you return to work with your co-op. The goal of a trial work period is to help you transition back into full-time employment with your co-op. The agreement for the trial work period must be pre-approved by CBA, your co-op and your attending physician.

During the trial work period, you may work:

- In the same job
- The same job with modifications
- An alternate job

Your initial trial work period may be up to three months. CBA may extend it in three-month intervals for up to 12 months.

During the trial work period, your LTD benefit is your pre-disability earnings minus the wages earned during the trial work period and minus any offsets.

Your LTD benefit during the trial work period may not exceed your standard LTD benefit.

In the example on the next page, the LTD benefit during the trial work period would be \$1,500, not exceeding the standard LTD benefit of \$3,000 (\$5,000 times 60%). After adding this to the trial work period wages of \$3,000 and the \$500 Social Security benefit, the employee would earn \$5,000.



While the combined wages and LTD benefit during the trial work period may bring the employee's income back up to his or her pre-disability earnings, the combined income cannot exceed 100% of the employee's pre-disability earnings.

NOTE: *During the trial work period you could work part-time at your co-op and receive income equal to your pre-disability earnings. If you continue to work part-time after 12 months, your benefit would be scaled back to your loss of earnings benefit. Remember, the goal of this provision is to help you ease back into full-time work with your co-op.*

Trial Work Period Example

If an employee's earnings and benefit are:

Pre-disability monthly earnings = \$5,000

Trial work period earnings = \$3,000

Social Security = \$500

	\$5,000	(pre-disability monthly earnings)
The LTD benefit during the trial work period would be:	-\$3,000	(trial work period monthly earnings)
	-\$500	(Social Security)
	<hr/>	
	\$1,500	

Your co-op may make a **workplace accommodation**—making your work area accessible, restructuring your job or providing you with technology to help you do your job. If your co-op and CBA agree upon a workplace accommodation and your co-op implements it, you must return to work using the accommodation. Failure to attempt to return to work may result in the termination of your LTD benefit.

Some examples of workplace accommodations include but are not limited to:

- Voice recognition software
- Adaptive equipment to operate controls on machinery, computers and/or vehicles
- Modified workstations

A workplace accommodation must have CBA's prior approval. If you are interested in a workplace accommodation, contact CBA's disability unit at [402.483.9355](tel:402.483.9355).

Mental/Nervous and Substance Abuse Limit

Another provision of your co-op's LTD Plan may be the 24-month lifetime limit on mental/nervous and substance abuse claims. Alternatively, a co-op may elect unlimited coverage of these conditions for its LTD plan at a higher premium. The following information applies to your co-op if it has the 24-month limit on mental/nervous and substance abuse claims. This limitation would not apply while you were continuously confined in a hospital solely because of a mental disorder.

A mental/nervous condition means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of causes (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical manifestations from any of these mentioned conditions. Mental/nervous conditions include, but are not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Mental nervous conditions exclude demonstrable, structural brain damage.

The limit does not apply to neurological disorders or irreversible dementia from:

- Stroke
- Viral infection
- Trauma
- Alzheimer's disease

NOTE: *This list is only a partial listing.*

Substance abuse means a pattern of pathological use of a substance, which is characterized by impairments in social and/or occupational functioning, debilitating physical condition, inability to abstain from or reduce consumption of the substance, or the need for daily substance use for adequate functioning.

Medical Exams and Evaluations Required

CBA may require you to take an independent medical exam (IME) and/or a functional capacity evaluation (FCE).

A FCE must be approved by your attending physician. IMEs and FCEs are performed by a physician or other licensed medical professional, other than your attending physician, who is selected by CBA. The exam results are reported to CBA. These exams will be used to determine your ability to return to work and your eligibility for LTD benefits.

There is no cost to you for these exams. If you are asked to take an IME or FCE, your participation is mandatory.



A Few Words About LTD Fraud

Unfortunately, we all have heard stories about LTD fraud. The NRECA LTD Plan takes this seriously and continually reviews LTD claims for signs of fraud. If there is suspicion that a LTD claim is fraudulent, CBA will review the case internally. In some cases surveillance, within the bounds of the law, also may be used. If fraud is determined, your LTD claim will be terminated and other legal action may be taken.

When Your LTD Benefit Ends

Benefit payments under this Plan will terminate upon, the earliest of the following:

- You no longer meet the definition of disabled, as determined by CBA
- You fail to furnish written proof of your continued disability to CBA, when and as required by CBA
- You have reached the end of the maximum benefit period
- You refuse to participate in a workplace accommodation (page 11) supported and implemented by your employer and CBA
- You refuse to participate in a mandatory vocational rehabilitation program (page 10) designated by CBA
- You refuse to submit to an independent medical examination(s), functional capacity evaluation(s), and/or personal interview(s) as required by CBA
- You fail to provide proof of loss to CBA, when and as required by CBA
- You refuse to receive ongoing care from your physician that is appropriate to your disabling condition and/or such care is not administered as often as necessary to achieve maximum medical improvement during the period of disability, in CBA's sole discretion
- You become confined to jail, prison, or other house of correction as a result of conviction for a criminal or other public offense
- You die



Maximum Benefit Period

The LTD benefit ends when you are no longer disabled or reach the maximum benefit period. The maximum benefit period is determined by your age when your disability begins. Your co-op elects the maximum benefit period. Check your summary plan description (SPD) or talk with your benefits administrator for your LTD maximum benefit period. If you become disabled after age 55, an age-graded reduction schedule determines your maximum benefit period. The schedule is:

EMPLOYEE AGE AT DISABILITY	AGE 65 BENEFIT END DATE	AGE 60 BENEFIT END DATE	AGE 62 BENEFIT END DATE
<55	To Age 65	To Age 60	To Age 62
55	To Age 65	60 Months	To Age 62
56	To Age 65	48 Months	To Age 62
57	To Age 65	42 Months	60 Months
58	To Age 65	36 Months	48 Months
59	To Age 65	30 Months	42 Months
60	60 Months	24 Months	36 Months
61	48 Months	24 Months	30 Months
62	42 Months	24 Months	24 Months
63	36 Months	24 Months	24 Months
64	30 Months	24 Months	24 Months
65	24 Months	24 Months	24 Months
66	21 Months	21 Months	21 Months
67	18 Months	18 Months	18 Months
68	15 Months	15 Months	15 Months
69 to 74	12 Months	12 Months	12 Months
75+	6 Months	6 Months	6 Months

Once you reach the cut-off for the maximum benefit period, LTD benefits are no longer payable even if you remain disabled.

Exclusions

No disability benefit will be paid for disabilities:

- For which you are not being treated or for which you are not under the care of a physician appropriate to the disabling condition and not receiving care that is administered as often as necessary to reach maximum medical improvement
- Caused by or contributed by service in the armed forces, National Guard, or military reserves of any country or international authority (including active duty, active duty for training purposes, undeclared war and resistance to armed aggression); except a non-service connected injury or sickness while on a temporary tour of duty of 31 days or less
- Caused by or contributed to an act of war, declared or undeclared, including resistance to armed aggression
- Resulting from attempted suicide or intentionally self-inflicted injury, while sane or insane
- Caused by or contributed to, or resulting from participation in the commission of an assault, felony, strike, civil disorder or riot
- When you are confined to jail, prison or other house of correction as a result of conviction for a criminal or other public offense.
- When you fail to provide Proof of Loss acceptable to CBA
- When you do not cooperate with CBA in accordance with the terms of the Plan, including but not limited to, the mandatory rehabilitation provision, independent medical examination(s), functional capacity evaluation(s), personal interview(s) and/or requests for verification of your financial status





Exclusion for Pre-existing Condition

No benefits will be paid under the plan for any disability that is due to or results from, in whole or in part, a pre-existing condition (see page 3), unless the disability begins after the last day of 365 consecutive days during which you have been continuously covered under the plan. In the event that your disability is excluded as a pre-existing condition, a recurring disability resulting from the same or similar cause or condition shall be excluded unless the active work requirement of 180 consecutive days is met before the onset of the subsequent disability can be treated as a new disability.

Recurrent and Successive Disabilities

If you have returned to work for less than six months, a recurring disability will be regarded as the continuation of the same disability. If you have returned to work for more than six months, a recurring disability will be regarded as a new, unrelated disability, and a new benefit waiting period must be satisfied.

If you become disabled from an unrelated cause after working for your co-op for at least one day, that successive disability will be considered a new one, and a new benefit waiting period must be satisfied.

Please contact CBA's disability unit at **402.483.9355** for more information.

Your Responsibilities While Applying for or Receiving LTD Benefits

While you apply for or are on LTD, there are some steps you will need to take to ensure your claim is handled properly. Some activities may be required. If you do not perform required activities, your approval for LTD benefits may be delayed. Failing to perform required activities after your LTD benefits have been approved may cause them to end.

Here are your responsibilities while on LTD:

Make sure the claim forms are submitted and completed. There are a number of forms in your packet: Employee Application, Authorization to Obtain Information, Employee's Statement, Essential Job Functions Statement, and Attending Physician's Statement. You are responsible for ensuring these forms are completed and mailed to CBA.

Remain under the care of a physician. At all times while you are on LTD, you must be under the care of a physician who is qualified and licensed to treat your disabling condition.

Provide updates requested by CBA. Periodic updates are required from you and your doctor to provide the status of your condition and your ability to work. If you or your physician does not submit this information when requested, your LTD benefits may be terminated.

Have a physical exam done by an independent physician, if requested. You may be asked to get a physical examination done by an independent physician. These are called independent medical exams (IMEs) and functional capacity evaluations (FCEs). The results of these examinations will be used to evaluate the continuation of your LTD benefits. There is no cost to you for either of these exams.

Participate in a vocational rehabilitation program. If requested, you must participate in any vocational rehabilitation program identified for you and paid for by CBA.

Return to work when any workplace accommodation is made. If your co-op makes a workplace accommodation for you, you must return to work using the accommodation.

Notify CBA when certain events occur. Please notify CBA when you:

- Can resume normal activities
- Can return to work on a full- or part-time basis
- No longer are under a physician's care
- Apply for any other disability or workers' compensation benefits
- Apply for Social Security benefits

More Information

For more information about the NRECA LTD Plan, refer to your Summary Plan Description. If you have questions about the LTD plan, contact CBA's disability unit at **402.483.9355**.

