



SHORT-TERM DISABILITY PROGRAM

For

Bargaining Unit Hourly Team Members

Effective January 1, 2024

SHORT-TERM DISABILITY PROGRAM

The Short-Term Disability Program (“Program”) is a self-funded welfare program which provides income replacement to eligible team members for injuries and illness that are not work-related and is a component of the Hormel Foods Corporation Comprehensive Welfare Benefit Plan. Hormel Foods Corporation (the “Company”) is the Plan Sponsor of the Program.

ELIGIBILITY

Eligible Team Members

U.S. based active regular full-time¹ bargaining unit hourly employees (a/k/a team members), provided their collective bargaining agreement provides for their inclusion into this Program and who have at least 1 year of continuous service², are eligible to receive disability benefits if the conditions contained herein are met, subject to certain limitations and exclusions provided below. **Please refer to the Appendix for specific eligibility requirements.**

The Employer’s classification of a person as team member or non-team member, salaried or hourly and full-time or part-time and temporary or regular is conclusive for purposes of benefit eligibility. You are not eligible if you were not classified by your Employer as an employee but rather as an independent contractor, leased employee or any other non-employee classification. If for any reason a person is reclassified from a non- team member to a team member status, that person will not be retroactively or prospectively eligible for benefits.

If you terminate from the Company and were eligible for coverage at the time of your termination but are rehired within 13 weeks, you will be immediately eligible for coverage. If you are rehired more than 13 weeks since your most recent termination from the Company, you will be treated as a new employee and have to satisfy a new service period, as described below.

Effective Date of Coverage

Coverage for eligible team members starts the first day following 1 year of continuous service with your Employer. If you are not working on a scheduled workday when you would have ordinarily become eligible, benefits will not start until you return to full-time work.

¹ You are a “regular full-time employee” if (1) you are not classified by your Employer as a part-time employee; (2) at the time you were hired, your Employer classified you as a seasonal employee or your Employer could not reasonably determine how many hours you would actually work; and (3) your Employer measured your hours of work during a set period of time and determined that you worked an average of 30 hours or more per week during that measurement period. If the future number of hours that you will work is uncertain when you are hired, your hours will be measured during the “initial measurement period.” This initial measurement period is a 12-month period generally beginning with the end of your first pay period. If at the end of this period it is determined that you worked an average of 30 hours or more per week, you will be eligible for benefits for a 12-month period (called the “stability period”), regardless of how many hours you work during the stability period. If you are an ongoing employee, your hours will be measured during the “standard measurement period.” This standard measurement period is a 12-month period, generally beginning in mid-October of each year, and is used to measure your hours in order to determine your eligibility for annual enrollment in the Program. If you worked an average of 30 hours or more per week, you will be eligible for benefits during the next calendar year (also called a “stability period”), regardless of how many hours you work during the stability period.

² Continuous service” refers to the period during which you are actively employed full-time at your Employer. Employment by a temporary service while physically working at your Employer’s location will be included as continuous service if employed by your Employer immediately following such service.

Medical Certification

To be eligible for benefits you must be under the care of a physician that provides written certification you are unable to perform the duties of your job or of any job which your Employer makes available to you. A chiropractor may certify that you are disabled from work for up to 2 weeks. After that time, any on-going periods of disability must be certified by a physician. The physician whose care you are under must be licensed by the law of the state in which treatment is received. You are required to provide an update from your physician verifying dates seen and continuing your disability.

The Company may require you to be further examined by a physician of its choice. If the Company's physician and your physician do not agree on your ability to perform work or restrictions upon return to work, a third physician mutually selected will be used to establish your ability to perform work and/or any restrictions.

Note: "Physician" is defined as a person performing tasks that are within the limits of his or her medical license, and (1) a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery, or (2) a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients, (3) a person who is a legally qualified practitioner according to the laws and regulations of the governing jurisdiction; or (4) a physician assistant or certified nurse practitioner. . The team member, team member's spouse, children, parents or siblings cannot qualify as a physician or doctor for the purpose of this Program.

Waiting Period

If you are eligible, short term disability benefits are paid under the Program after you miss a certain number of consecutive calendar days or working days for each disability claim you file. This is called your waiting period. **Please refer to the Appendix for more information on your waiting period.**

Each unrelated disability claim and all related claims occurring 30 or more days from each other will have a separate waiting period.

If you work part of a day and receive pay for the time worked, that day will not be counted as a day of the waiting period. You must see a doctor during the waiting period; otherwise, a new waiting period will begin on the day you do see a doctor.

Disability Due to Pregnancy and/or Childbirth

Disability claims arising out of pregnancy and/or childbirth shall be administered the same as any other type of disability claim.

Disability During Paid Vacation

If you become disabled from an injury or illness while on a paid vacation, you must notify your Employer immediately. If you can produce acceptable medical evidence to support the disability, you may reschedule that portion of your scheduled vacation which remains after the week you notified your Employer of your disability. Your short-term disability benefits will start once you have satisfied your waiting period.

Disability During Unpaid FMLA Leave

If you become disabled while on unpaid FMLA leave, you will not be eligible for short-term disability benefits. You must return to active employment in order to resume eligibility for disability benefits.

Disability During Layoff, Strike or Leave of Absence

If you become disabled from an injury or illness which commences while on layoff, strike, or a leave of absence, you are not eligible for any short-term disability benefits. You must return to active employment before you are eligible for short-term disability benefits.

INITIAL CLAIM FILING

How to File a Claim

To file a claim for disability benefits under the Program, you must contact the Plan Administrator within 12 months from the date of injury or illness. The Plan Administrator can be contacted via their self-service portal: <https://hormel.myleaveproservice.com>; or by telephone at 1-855-249-6318, Monday through Friday, 8:00 a.m. to 8:00 p.m. EST; or by fax at 1-518-880-6614.

If you have a disability income claim, the Plan Administrator will inform you within 45 days from receipt of your claim concerning the resolution of benefit determination. The Plan Administrator may, however, extend that decision-making period for an additional 45 days for reasons beyond the control of the Plan Administrator.

Claim Denials for Disability Claims

If your claim is denied, the Plan Administrator will notify you within the time frames stated above. The Plan Administrator will also:

1. Tell you the specific reasons your claim was denied;
2. Reference the specific Program provision(s) on which the determination was based;
3. Describe any additional materials or information for you to complete the claim and an explanation of why the material or information is necessary;
4. Describe the Plan Administrator's review procedures and the time limits for these procedures (which are also stated below), plus a statement concerning your rights under federal law if your claim is denied; and
5. If an internal rule was relied upon by the Plan Administrator in making the decision, provide you either a description of the rule or a notice that you can request a copy of the rule from the Plan Administrator.

BENEFITS PROVIDED

Duration of Benefits

Please refer to the Appendix for specific information relating to your duration of benefits.

Each day of the disability period will be reduced by the number of days you were eligible for disability payments during the 12 months immediately prior to the current disability period.

Short-term disability benefits shall be suspended prior to the end of a vacation year in order to pay any vacation due at that time. If, at the beginning of the new vacation year, you are still eligible for further short-term disability benefits, such payments will automatically be resumed and continued until full benefits have been paid or you have returned to work, whichever occurs earliest.

Successive periods of disability separated by less than 30 calendar days of full-time employment will be considered as one disability period and a new waiting period will not be required. If your injury or illness is unrelated to the previous disability it will be considered a new claim and you will need to complete a new waiting period. Any full or partial scheduled workday absences will not count toward the 30 calendar days. If the absences are related to the previous disability, a new 30 calendar day period will begin upon return to work.

Amount of Benefit

Your short-term disability benefits will be based on 60% of your hourly wage rate times 40 hours for each week that you are eligible for benefits. Team members assigned alternate work schedules (other than Monday through Friday, 8 hours per day) will receive benefits based upon hours scheduled during the payroll week rather than days, however, the benefit will be based only on the regular hourly rate of pay.

You will not receive vacation pay if you are paid disability pay. However, team members who are on a paid disability leave will continue to earn floating holidays during their disability period.

If you return to work from total disability on a part-time basis for the purpose of "work hardening", you will continue to receive any remaining short-term disability benefits for which you are eligible on a prorated basis. Short-term disability benefits will be paid, and eligibility for short-term disability will be reduced, on a prorated basis based upon your scheduled work day.

Payments

Once approved by the Plan Administrator, payments will begin as soon as administratively possible on your regular payday and in the same manner as your regular pay. Short term disability payments are subject to state and federal tax withholding and any other deductions typically withheld from your regular pay.

Payment Offset

If you reside in a state that provides statutory disability benefits, you are responsible to apply for your state's disability benefit. This Program will only pay the difference between what you are eligible for under this Program and what you may be eligible for under your state's disability benefit.

Short-term disability benefits you receive under this Program are reduced dollar-for-dollar for any workers' compensation payments you are eligible to receive from the Company or your employer, Social Security disability benefits, state-mandated sick pay you may receive and wage loss benefits received from an insurance company. Other than to supplement workers' compensation payments, when appropriate, under no circumstance will this Program pay any disability benefit if your income from all other sources is greater than what you would have received from this Program alone.

If you are paid short-term disability benefits or other compensation, and it is subsequently determined that the injury or illness is work related, you shall reimburse the Company either directly, or by appropriate offset from other future compensation, the amount of the duplicate payment.

Coordination with Family and Medical Leave Act of 1993 (“FMLA”)

Depending upon the length and other qualifying events, the disability leave may be considered “family leave” and administered in accordance with FMLA. If the disability leave qualifies as family leave under FMLA, the disability leave will run concurrently with the FMLA leave.

Correction of Errors and Recovery of Excess Payments

The Company has the right to correct any errors that may occur in administering the Program. As a condition of the Program, the Company has a right to recover any excess benefit payments. Excess payments can occur if benefits from the Company, or from the Company and other sources combined, exceed those due to you under the Program. Excess payments may also occur if benefits were paid because of a mistake or incorrect information regarding your entitlement to benefits.

CONTINUED COMPLIANCE

During your disability, you must conduct yourself in a manner which will assure recovery in as short a period of time as possible. You may be asked to provide continuing information from your physician so your Plan Administrator can be aware of your condition. The Plan Sponsor and Plan Administrator reserve the right to deny or suspend short-term disability benefits if the Plan Sponsor or Plan Administrator determines you are engaging in activities inconsistent with your disabled status.

You are required to take all reasonable actions to limit your disability while you are receiving short-term disability benefits. For example, if you are disabled because of a back condition, the Program requires that you take care of your back and not engage in activities that may worsen your condition. Failure to do so as determined by the Plan Administrator may result in a denial or suspension of your short-term disability benefits at the Plan Administrator’s sole discretion.

EXCLUSIONS

Short-term disability benefits will not be paid if you become disabled as a result of:

1. Injuries from professional or extreme sport participation (for example, auto or cycle racing, rodeoing, ziplining, skydiving, etc.); or
2. War, declared or undeclared, or any act of war or riot; or
3. Intentionally self-inflicted injuries or attempted suicide, or
4. Treatment of alcoholism and drug addiction, unless admitted to an in-patient or day treatment medically supervised institution or program recognized for treatment of alcoholism or drug addiction.; or
5. Injuries sustained on the job that would be covered by workers’ compensation; or
6. Disabilities caused by elective, non-medically necessary procedures such as cosmetic surgery. The only exceptions to this are organ donation, sterilization or reversal of sterilization; or

7. A disability arising out of, or in the course of, any employment for wage or profit (applies to non-occupational plans only); or
8. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot; or
9. Injuries sustained while confined in jail, prison or other house of correction; or
10. Loss of a professional or occupational license or certification.

SUBROGATION AND REIMBURSEMENT

If your disability period exceeds 4 weeks and you receive disability benefits arising out of an illness or injury for which a third party is or may be liable, the Program shall be subrogated to your claims against that third party, and the Program is entitled to be reimbursed for 100% of benefits paid by the Program. The Program maintains both a right of reimbursement and a separate right of subrogation. Subrogation and reimbursement mean, among other things:

- The Program shall be reimbursed immediately from any Amounts before you are entitled to keep any Amounts and regardless of whether the Amounts represent a full or partial recovery by you;
- The Program may file an equitable lien, or seek a constructive trust or other relief against you, or any Amounts, to secure its subrogation and reimbursement rights; and
- The Program may also make a claim or file a lawsuit in your name against any plan, person, entity, insurer (first party or third party), or intervene in any action to secure its subrogation and reimbursement rights.

As used in this “Subrogation and Reimbursement” section, “Amounts” means any recoveries, settlements, judgments, or other amounts that you, your attorneys, or other representatives receive, are awarded, or become entitled to from any plan, person, entity, insurer (first party or third party), and/or insurance policy (including no-fault automobile insurance, an uninsured motorist’s plan, a homeowner’s plan, a renter’s plan, or a liability plan) that is or may be liable for the accident, injury, sickness or condition that resulted in benefits being paid under the Program. The Program’s subrogation and reimbursement rights apply to these Amounts as a first priority claim, and extend to 100% of benefits paid by the Program, regardless of whether you have been “made whole” (that is, regardless of whether your recovery is full or partial), whether these Amounts are characterized as reimbursement for disability, pain and suffering, wages, or for some other loss. Until the Program has been reimbursed for the full amount of all benefits paid under the Program, all Amounts that you, your attorneys or other representatives receive shall be held in constructive trust for the Program, whether such Amounts remain with you or with some other person or entity.

Duty to Cooperate

You, your attorneys or other representatives must cooperate to secure enforcement of these subrogation and reimbursement rights. This means you must take no action, including, but not limited to, settlement of any claim, that prejudices or may prejudice these subrogation and reimbursement rights. As soon as you become aware of any claims or amounts for which the Program is or may be entitled to assert subrogation and reimbursement rights, you must inform the Program, by providing written notification to the Plan Sponsor:

- Potential or actual claims that you have or may have;
- The identity of any and all parties who are or may be liable; and
- The date and nature of the accident, injury, sickness or condition for which the Program has or will pay benefits and for which it may be entitled to subrogate or be reimbursed.

You must provide this information as soon as possible, and, in any event, **before** the earlier of the date on which you, your attorneys or other representatives: (i) agree to any settlement or compromise of such claims; or (ii) bring a legal action against any other party. In addition, as part of your duty to cooperate, you must complete and sign all forms and papers as required by the Program and provide any other information required by the Program.

What May Happen to Your Future Benefits

If, after the date of recovery from any other party, you receive benefits that would or may have been liable for these expenses or services but for a release, discharge, covenant not to sue or waiver of any kind, the Program shall pay benefits for these post-recovery benefits only to the extent that the amount of benefits under the Program for the benefits exceeds the amount of any recovery. If the Program, in the exercise of its sole and complete discretion, determines that you, your attorneys or other representatives have failed to cooperate with the Program's subrogation and reimbursement efforts, you will lose any right to continue coverage under the Program, and the Program will be relieved of any obligation to pay benefits as a result of the accident, injury, sickness or condition at issue.

Attorneys' Fees

The Program will not be responsible for any attorneys' fees or costs incurred by you in connection with any claim or lawsuit against any party, unless, prior to incurring such fees or costs, the Program in the exercise of its sole and complete discretion has agreed in writing to pay all or some portion of the fees or costs. The common fund doctrine or attorneys' fund doctrine shall not govern the allocation of attorney's fees incurred by you in connection with any claim or lawsuit against any other party.

TERMINATION OF BENEFITS

1. Your coverage under the Program will terminate on the earliest of the following:
 - The date the Company terminates the Program;
 - The date you enter military service for duty lasting 31 or more consecutive calendar days;
 - The date your active employment with your Employer ends (including the commencement of any unpaid leave of absence not covered by FMLA);
 - The date you retire under a retirement plan sponsored by the Company;
 - The date you cease to be eligible for benefits;
 - The day after your date of death; or
 - The date the Company amends the Program so that you are no longer eligible for benefits.
2. Short-term disability benefits will terminate on the earliest of the following:
 - The date you return to active employment;
 - The date you are no longer disabled as a result of an injury or illness;
 - The date you cease to be treated by a physician or chiropractor;

- The date your physician or chiropractor certifies that you are able to perform the duties of your job or of any job which your Employer makes available to you;
 - The date you receive other income from other employment or become self-employed;
 - The date you become confined in jail, prison or other house of correction
 - The day after your date of death;
 - The date you have exhausted the maximum short-term disability benefits;
 - The date you fail to return to work on a partial or restricted basis when approved by your physician and Employer;
 - The date your employment with the Employer terminates; or
 - The date you fail to comply with any requirement of the Program.
3. Short-term disability benefits may be stopped or denied earlier if:
- You withhold or misrepresent the facts surrounding your illness or injury or disability;
 - You commit fraud or misconduct with respect to any benefits you receive under the Program;
 - You refuse to undergo an independent medical examination; or
 - You fail to comply with any requirement of the Program.
4. Your company provided healthcare benefits (including but not limited to medical, prescription, dental, vision, short term disability, life insurance, accidental death and dismemberment, etc.) will terminate on the date you exhaust 26 weeks of combined paid and unpaid leave in a rolling 12-month period. Upon termination of benefits, you may be eligible for COBRA benefits.

CLAIM APPEAL PROCEDURES

Claim Appeal Procedures for Disability Claims

If all or part of your claim is denied after the Plan Administrator has received all necessary claim information, you have the right to appeal the decision and request a review of the claim. The procedures for appealing a claim decision are:

1. Compose a written claim appeal that explains why you believe your claim should be reviewed.
2. Attach any additional information that you think will help a favorable decision to be made on your claim.
3. Send your completed appeal, along with any additional information you are submitting, to the Plan Administrator:

Alight
10355 Westmoor Drive
Westminster, CO 80021

Your claim appeal must be filed in writing with Plan Administrator within 180 days of the date the claim denial was mailed to you. If the Plan Administrator requests additional medical document, you must provide that within 14 calendar days.

When appealing a disability claim, you have certain rights under federal law. These include:

- You will have the opportunity to submit written comments, documents, records and other information relating to the claim.
- You will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- The review by the Program will consider all comments, documents, records, and other information submitted by you related to your claim, whether or not the information was submitted or considered in the initial benefit determination.
- You have the right to request an extension/toll to provide additional medical information of no more than 45 calendar days.

Applicable Time Frame for Deciding Disability Claim Appeal

The Plan Administrator will notify you of its decision on your appeal within 45 days of the Plan Administrator's receipt of your appeal. The Plan Administrator may request an extension of up to 45 days if necessary. You will be notified if additional time is needed.

The final decision will include the reasons for the decision with specific reference to pertinent Program provision(s) upon which the decision is based. In connection with any request for a claim review of denial of a benefit claim in which your medical condition is an issue, the Plan Administrator may require you to be examined by a physician(s) selected by the Plan Administrator. The final decision will be considered final and binding.

Authorized Representative

An authorized representative may act on your behalf with respect to any aspect of a claim or appeal. An authorized representative form must be received by the Plan Administrator for a person to be recognized as your authorized representative. Such forms are available by calling the Plan Administrator at 1-855-249-6318, Monday through Friday, 8:00 a.m. to 8:00 p.m. EST. Once an authorized representative is recognized, the Plan Administrator will direct all information, notification, etc. regarding the claim or appeal to the authorized representative, unless you provide specific written direction otherwise. You can revoke the authorized representative at any time, and you can authorize only one person as your authorized representative at a time.

PROGRAM INFORMATION

Plan Sponsor

The Plan Sponsor is Hormel Foods Corporation, 1 Hormel Place, Austin, MN 55912.

Plan Administrator

The Plan Administrator is:

Alight
10355 Westmoor Drive
Westminster, CO 80021

The official Program document is the plan statement entitled "Hormel Foods Corporation Comprehensive Welfare Benefit Plan".

The Plan Administrator will make determinations that may be required from time to time in the administration of the Program. The Company and Plan Administrator will have authority, discretion and responsibility to interpret and apply the terms of the Program and to determine all

factual and legal questions under the Program, including entitlement to benefits and resolution of claims and appeals related to benefits, unless authority to make such determinations is delegated by the Plan Sponsor to another person or third-party. Benefits under this Program will be paid only if the Plan Sponsor or Plan Administrator or the person or entity to whom it has delegated authority decides in its discretion that the claimant is entitled to them. The Plan Sponsor and Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate. All determinations, interpretations, rules, and decisions of the Plan Sponsor or Plan Administrator shall be made in their sole discretion and shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Program.

Questions concerning the Program can be directed to the Plan Administrator at the following address:

Alight
10355 Westmoor Drive
Westminster, CO 80021
1-855-249-6318
Alight's Self Service Portal: <https://hormel.myleaveproservice.com>

Amendment and Termination of the Program

The Company, through action of the Employee Benefits Committee, reserves the right to suspend, reduce, amend or terminate the Program, including any option offered under the Program, at any time, provided that the Company will comply with any obligations under the current collective bargaining agreement.

Program Year

The Program has a plan year that ends on the last Sunday in October.

Agent for Service of Legal Process

If for any reason you want to seek legal action against the Program, you can serve legal process on the administrator of the Program or the agent for this process. The agent for legal process is:

Hormel Foods Corporation
Attn: Corporate Secretary
1 Hormel Place
Austin, MN 55912-3680

Assignment of Benefits Prohibited

Except as permitted under applicable federal and state law, you cannot assign, encumber or otherwise anticipate the payments to be made under the Program described in this booklet, and the benefits provided under such Program will not be subject to seizure for payment of any order or judgment against you.

No Employment Rights

Becoming a participant in the Program described in this booklet does not assure you continued employment or right to benefits except as outlined by such plans.

Controlling Law

Except as they may be subject to federal law, any questions, claims, disputes, or litigation concerning or arising from the Program will be governed by the laws of the State of Minnesota. For the avoidance of doubt, this program is not subject to ERISA.

PARTICIPATING EMPLOYERS

Please see the attached Appendix for a listing of the Participating Employers.

**Appendix A
(Suffolk Plant)**

Waiting Period

Short term disability benefits are paid under the Program after you miss 7 calendar days from work for each disability claim you file. This is called your waiting period. Your waiting period will be unpaid. However, you can request that vacation days, PTO, floating holidays or sick days (if applicable) be substituted for the waiting days.

Duration of Benefits

After the waiting period, eligible team members will receive up to 26 weeks of short-term disability benefits, if needed, during any 12-month measuring period.

You will not receive pay for fixed holidays approved by the Company unless the holiday falls within the first 14 days of the date of injury or illness. However, receipt of holiday pay does not extend your duration of benefits under this Program.

Participating Employers

PARTICIPATING EMPLOYER	ELIGIBLE EMPLOYEE CLASSIFICATIONS	EIN
Hormel Foods Operations, LLC	Bargaining unit employees at the following plant locations: Suffolk, VA	84-3409449