

# UAW Hourly and Salaried Employees and Retirees

# **Disability Benefits**



Summary Plan Description 2008

# UAW HOURLY AND SALARIED EMPLOYEES

\_\_\_\_\_

\_\_\_\_\_

# **Disability Benefits**

Summary Plan Description 2008

(This Page Intentionally Left Blank)

# TABLE OF CONTENTS

Disability	1
Your Disability Benefits	2
General Definitions	2
Claim Administrator	
Collective Bargaining Agreement Entry Level Employee	
Non-Occupational Disease	
Non-Occupational Injury Pension Plan	
Physician	
Social Security Act	3
SUB Plan	
Eligibility	
When Coverage Begins Schedule of Benefits	
	-
Sickness and Accident (S&A) Benefit	
Eligibility	
The Benefit Amount	
For Hourly paid employees For Salary paid employees	
When Benefits Begin	
Occupational Disability	
How Long Benefits Last	
Partial Week Benefits	
New Disability Period	8
Holiday Pay	
Unemployment Compensation	
Social Security	
Disciplinary Leave of Absence	9
Notice of Claim	9
Proof of Loss	9
Mileage for Disability Evaluation Program (DEP) Examinations	9
Waiver of Benefits	9
Temporary Disability or Mandated State Disability Laws	9
Social Security Disability Insurance Benefits (SSDIB)	. 10
Mental Health and Substance Abuse (MHSA)	. 10
Other	. 10

The Salary Continuation Plan (Salary Bargaining Unit Employees)	. 10
Disability Absence	. 11
Disability Benefits	. 11
The Benefit Payment	. 11
When Benefits Begin	
How Long Benefits Last	
Proof of Disability	. 12
Reinstated Sickness and Accident Benefit	. 12
Eligibility	
When Benefits Begin	. 12
Other Provisions	. 13
Extended Disability Benefit Plan (EDB)	. 13
Eligibility	. 13
The Benefit Amount	. 13
For Hourly paid employees For Salary paid employees	
When Benefits Begin	
Social Security Disability Insurance Benefits (SSDIB)	
EDB Reductions	
How Long Benefits Last	
Mileage for Disability Evaluation Program (DEP) Examinations	. 19
Successive Disability	. 19
Enrollment in Medicare Part B	. 20
Waiver of Benefits	. 20
Legal Action	. 20
Applying for Disability Benefits	. 20
How to File a Claim	. 20
If a Claim Is Denied	. 21
Disability Coverage If You Stop Active Work	. 22
Quit	. 22
Discharge, Absence From Work Without Notifying the Plant as Required by the Collective Bargaining Agreement, or Failure To Return to Work	
When Called	
Layoff	
Leave of Absence	
Totally Disabled or Temporarily Separated as a PQX Disability	
Work Stoppage	23

Entry Level Employee Exceptions	. 23
Eligibility – When Coverage Begins	. 23
Sickness and Accident (S&A) Benefit Exceptions	. 23
Extended Disability Benefit (EDB) Exceptions	. 24
Miscellaneous Provisions	. 24
Non-Assignment / Non-Alienation	. 24
Program Documents / Conflicts / Revisions	. 24
Funding	. 24
Collective Bargaining Agreement	. 24
Authority of Program Administrator (the "Administrator") or Plan	
Administrator (if applicable) (the "Administrator")	. 25
No Implied Promises	. 25
Subrogation Rights	. 25
Misstatements	. 26
Local or International Union Leave	. 26
Retroactive Awards	. 26
Recovery of Benefit Overpayments	. 26
Proof of Disability	. 26
Determination by the Company	. 27
Benefit Payments	. 27
Payment of Claims	. 27
Administrative Information	. 28
Employee Retirement Income Security Act	. 29
Your Rights Under ERISA	. 29

# **Disability**

Chrysler LLC (the "Company") and the UAW negotiated benefits providing represented hourly and salary employees with the following:

- Sickness and Accident Benefits
- Salary Continuation
- Reinstated Sickness and Accident Benefits
- Extended Disability Benefits (Under the Extended Disability Benefit Plan that is part of the Group Insurance Program)

All of the above are collectively referred to as the "Program," and the purpose of this summary is to explain how the Program works and to provide for a Summary Plan Description for the Extended Disability Benefit Plan. General questions regarding benefits, such as eligibility, can be handled by Sedgwick CMS at 1-888-322-4462.

The benefits described in this summary will apply to you if you were actively at work on October 29, 2007. If you were not at work on October 29, 2007, the benefits described in this summary apply to you on the first date worked thereafter.

The Disability Program provides benefits for active employees that may continue when you retire. If you were totally disabled at the time you retired, you may be eligible for Extended Disability Benefits.

# Your Disability Benefits

The Program provides important financial protection if you become disabled.

- Under the Program, you may be eligible for:
- Sickness and Accident Benefit provides for a weekly benefit of up to 52 weeks if you are injured or sick and unable to work.
- Reinstated Sickness and Accident Benefit provides for reinstatement of sickness and accident benefits if you become totally disabled while on layoff.
- Extended Disability Benefit provides for a monthly benefit after sickness and accident benefits or reinstated sickness and accident benefits end, if you are totally disabled and unable to work.

#### **General Definitions**

The following terms shall have the following meanings when used in this document.

#### **Claim Administrator**

Claim Administrator means, for the purpose of Disability (Sickness and Accident, Reinstated Sickness and Accident and Extended Disability), Sedgwick CMS.

#### **Collective Bargaining Agreement**

Collective Bargaining Agreement means the agreement between the Company and the UAW under which you are covered.

#### **Entry Level Employee**

Entry Level Employee means regular UAW employees hired on or after October 29, 2007, into the non-core work functions and shall apply until such employee becomes a regular, non entry employee.

#### **Non-Occupational Disease**

Non-occupational disease is a disease for which you are not entitled to benefits under any Workers' Compensation law.

#### **Non-Occupational Injury**

Non-occupational injury is an injury that does not arise out of or in the course of any employment for compensation.

#### **Pension Plan**

Pension Plan is the Chrysler-UAW Pension Plan that applies to you.

#### Physician

Physician means a doctor of medicine (M.D.) or osteopathy (D.O.) legally qualified and licensed to practice medicine or osteopathic medicine and/or perform surgery at the time and place services are rendered.

#### **Social Security Act**

Social Security Act means the Social Security Act as now in effect or as hereafter amended.

#### SUB Plan

SUB Plan is the Chrysler-UAW Supplemental Unemployment Benefit Plan that applies to you.

#### Eligibility

You are eligible for disability coverage under the Program if you are an active hourly or salary employee covered by the Collective Bargaining Agreements.

If you were totally disabled at the time you retired, you may be eligible for Extended Disability Benefits.

#### When Coverage Begins

Your sickness and accident, reinstated sickness and accident and extended disability benefit coverage becomes effective on the first day of the sixth month next following the month in which your active employment begins.

If you are both disabled (that is, ill or injured) and away from work, or on a layoff or leave of absence on the effective date, your coverage is delayed until you return to active work.

#### **Schedule of Benefits**

The amount of your sickness and accident benefit, reinstated sickness and accident benefit and extended disability benefit is based on your "Base Hourly Rate" or "Base Salary Weekly Rate". The actual benefit levels will be shown in each section of this summary.

Base hourly or base salary weekly rate shall exclude overtime additions to straight-time pay, shift differentials, cost-of-living allowances, payments-in-lieu of vacation, and all other extra compensation. If you work on a piece-work or incentive-method-of-pay basis, your base hourly rate or base salary weekly rate as of any given time shall be your average earned hourly (Base Hourly) or weekly (Base Salary Weekly) rate for the four pay periods (in which you work full weeks) immediately preceding such given time.

The amount of your benefit is based upon your base hourly or base salary weekly rate in effect as of the date your disability commences.

For a newly hired employee, S&A benefit amounts will be reduced by 25% for any period you are otherwise eligible for benefits during any period of disability occurring before the day you gain one year of seniority.

# Sickness and Accident (S&A) Benefit

This benefit provides a weekly benefit based on your pay if you become totally disabled.

#### Eligibility

To be eligible for S&A benefits you must:

- Become totally and continuously disabled while covered for S&A benefits;
- Be unable to perform all duties of your occupation;

- Be under the continuous care of a legally licensed physician (excluding those physicians identified under the provisions of Letter B-13 of Exhibit B, The Life, Disability and Health Care Benefits Program) who certifies your total disability; and
- Furnish written notice of claim and satisfactory proof of disability on a timely basis as explained in this section.

#### **The Benefit Amount**

For disabilities commencing on or after November 1, 2007, the amount of your sickness and accident benefit (includes reinstated sickness and accident benefit) is determined from the following schedules of either Base Hourly or Salary Weekly Rate benefits.

Base Hourly Rate	Weekly Sickness & Accident Benefit Amount	
less than \$13.95	\$330	
\$13.95 but less than \$14.30	\$340	
\$14.30 but less than \$14.65	\$345	
\$14.65 but less than \$15.00	\$355	
\$15.00 but less than \$15.35	\$365	
\$15.35 but less than \$15.70	\$375	
\$15.70 but less than \$16.05	\$380	
\$16.05 but less than \$16.40	\$390	
\$16.40 but less than \$16.75	\$400	
\$16.75 but less than \$17.10	\$405	
\$17.10 but less than \$17.45	\$415	
\$17.45 but less than \$17.80	\$425	
\$17.80 but less than \$18.15	\$430	
\$18.15 but less than \$18.50	\$440	
\$18.50 but less than \$18.85	\$450	
\$18.85 but less than \$19.20	\$455	
\$19.20 but less than \$19.55	\$465	
\$19.55 but less than \$19.90	\$475	
\$19.90 but less than \$20.25	\$480	
\$20.25 but less than \$20.60	\$490	
\$20.60 but less than \$20.95	\$500	
\$20.95 but less than \$21.30	\$505	
\$21.30 but less than \$21.65	\$515	
\$21.65 but less than \$22.00	\$525	
\$22.00 but less than \$22.35	\$530	
\$22.35 but less than \$22.70	\$540	
\$22.70 but less than \$23.05	\$550	
\$23.05 but less than \$23.40	\$555	
\$23.40 but less than \$23.75	\$565	
\$23.75 but less than \$24.10	\$575	
\$24.10 but less than \$24.45	\$585	
\$24.45 but less than \$24.80	\$590	
\$24.80 but less than \$25.15	\$600	
\$25.15 but less than \$25.50	\$610	

#### For Hourly paid employees

Base Hourly Rate	Weekly Sickness & Accident Benefit Amount
\$25.50 but less than \$25.85	\$615
\$25.85 but less than \$26.20	\$625
\$26.20 but less than \$26.55	\$635
\$26.55 but less than \$26.90	\$640
\$26.90 but less than \$27.25	\$650
\$27.25 but less than \$27.60	\$660
\$27.60 but less than \$27.95	\$665
\$27.95 but less than \$28.30	\$675
\$28.30 but less than \$28.65	\$685
\$28.65 but less than \$29.00	\$690
\$29.00 but less than \$29.35	\$700
\$29.35 but less than \$29.70	\$710
\$29.70 but less than \$30.05	\$715
\$30.05 but less than \$30.40	\$725
\$30.40 but less than \$30.75	\$735
\$30.75 but less than \$31.10	\$740
\$31.10 but less than \$31.45	\$750
\$31.45 but less than \$31.80	\$760
\$31.80 but less than \$32.15	\$765
\$32.15 but less than \$32.50	\$775
\$32.50 but less than \$32.85	\$785
\$32.85 but less than \$33.20	\$795
\$33.20 but less than \$33.55	\$800
\$33.55 but less than \$33.90	\$810
\$33.90 but less than \$34.25	\$820
\$34.25 and above	\$825

# For Salary paid employees

	Base Salary Weekly	Rate	Weekly Sickness & Accident Benefit Amount
	Less than	\$562.35	\$339
\$562.35	but less than	\$573.85	\$346
\$573.85	but less than	\$585.35	\$353
\$585.35	but less than	\$596.85	\$360
\$596.85	but less than	\$608.35	\$367
\$608.35	but less than	\$619.85	\$374
\$619.85	but less than	\$631.35	\$381
\$631.35	but less than	\$642.85	\$388
\$642.85	but less than	\$654.35	\$395
\$654.35	but less than	\$665.85	\$402
\$665.85	but less than	\$677.35	\$409
\$677.35	but less than	\$688.85	\$416
\$688.85	but less than	\$700.35	\$423
\$700.35	but less than	\$711.85	\$430
\$711.85	but less than	\$723.35	\$437
\$723.35	but less than	\$734.85	\$444

\$734.85     but less than     \$746.35     \$461       \$767.85     but less than     \$776.85     \$465       \$775.85     but less than     \$770.85     \$4472       \$780.85     but less than     \$770.85     \$4472       \$792.36     but less than     \$870.355     \$449       \$803.85     but less than     \$815.35     \$449       \$803.85     but less than     \$826.85     \$500       \$826.85     but less than     \$849.85     \$514       \$849.85     but less than     \$849.85     \$521       \$861.35     but less than     \$849.85     \$524       \$843.85     but less than     \$840.85     \$554       \$884.35     but less than     \$907.35     \$542       \$884.35     but less than     \$907.35     \$544       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$941.85     \$570       \$941.85     but less than     \$947.35     \$941       \$941.85     but less than     \$947.35	B	ase Salary Weekly	Rate	Weekly Sickness & Accident Benefit Amount
\$757.85     but less than     \$769.35     \$465       \$769.35     but less than     \$770.85     \$472       \$780.85     but less than     \$780.85     \$4479       \$792.35     but less than     \$803.85     \$4466       \$803.85     but less than     \$815.35     \$449       \$815.35     but less than     \$826.85     \$500       \$826.85     but less than     \$849.85     \$514       \$849.85     but less than     \$841.35     \$521       \$841.35     but less than     \$841.35     \$523       \$872.85     but less than     \$843.35     \$535       \$844.36     but less than     \$897.85     \$542       \$895.85     but less than     \$907.35     \$549       \$907.36     but less than     \$903.35     \$563       \$930.35     but less than     \$964.85     \$577       \$953.36     but less than     \$964.85     \$584       \$947.85     but less than     \$967.35     \$693       \$999.36     but less than     \$1,023.85 <th>\$734.85</th> <th>but less than</th> <th>\$746.35</th> <th>\$451</th>	\$734.85	but less than	\$746.35	\$451
\$769.35     but less than     \$780.85     \$472       \$792.35     but less than     \$803.85     \$448       \$803.85     but less than     \$803.85     \$448       \$803.85     but less than     \$815.35     \$493       \$815.35     but less than     \$826.85     \$500       \$828.85     but less than     \$849.85     \$514       \$849.85     but less than     \$849.85     \$521       \$841.35     but less than     \$843.35     \$521       \$841.35     but less than     \$895.85     \$542       \$895.85     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$561       \$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$964.85     \$584       \$964.85     but less than     \$997.85     \$591       \$976.35     but less than     \$1,01.85     \$612       \$1,01.85     but less than     \$1,022.35     \$619       \$997.85     but less than     \$1,023.85 </td <td>\$746.35</td> <td>but less than</td> <td>\$757.85</td> <td>\$458</td>	\$746.35	but less than	\$757.85	\$458
\$780.85   but less than   \$792.35   \$479     \$792.35   but less than   \$803.85   \$446     \$803.85   but less than   \$815.35   \$493     \$815.35   but less than   \$826.85   \$500     \$826.85   but less than   \$838.35   \$507     \$838.35   but less than   \$849.85   \$514     \$849.85   but less than   \$849.85   \$521     \$841.35   but less than   \$826.85   \$528     \$841.35   but less than   \$897.85   \$542     \$884.35   but less than   \$907.35   \$549     \$907.35   but less than   \$918.85   \$556     \$930.35   but less than   \$941.85   \$670     \$941.85   but less than   \$946.85   \$584     \$964.85   but less than   \$967.35   \$591     \$976.35   but less than   \$999.35   \$605     \$999.35   but less than   \$1,010.85   \$612     \$1,010.85   but less than   \$1,022.35   \$619     \$1,022.35   but less than   \$1,023.85	\$757.85	but less than	\$769.35	\$465
\$792.35     but less than     \$803.85     \$486       \$803.85     but less than     \$815.35     \$493       \$815.35     but less than     \$826.85     \$5007       \$828.85     but less than     \$849.85     \$514       \$849.85     but less than     \$849.85     \$521       \$861.35     but less than     \$872.85     \$528       \$872.85     but less than     \$895.85     \$542       \$884.35     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$907.35     \$549       \$907.35     but less than     \$941.85     \$570       \$941.85     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$501       \$976.35     but less than     \$997.35     \$605       \$999.35     but less than     \$1,022.35     \$612       \$1,010.85     but less than     \$1,022.35     \$641       \$1,028.35     but less than     \$1,068	\$769.35	but less than	\$780.85	\$472
\$803.85     but less than     \$815.35     \$493       \$815.35     but less than     \$826.85     \$500       \$826.85     but less than     \$838.35     \$507       \$838.35     but less than     \$849.85     \$514       \$849.85     but less than     \$813.5     \$521       \$861.35     but less than     \$872.85     \$528       \$872.85     but less than     \$895.85     \$542       \$884.35     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$563       \$918.85     but less than     \$930.35     \$563       \$941.85     but less than     \$941.85     \$570       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$976.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,023.85     \$640       \$1,022.35     but less than     \$1,045.3	\$780.85	but less than	\$792.35	\$479
\$815.35     but less than     \$826.85     \$500       \$826.85     but less than     \$838.35     \$507       \$838.35     but less than     \$849.85     \$514       \$849.85     but less than     \$861.35     \$521       \$861.35     but less than     \$872.85     \$528       \$872.85     but less than     \$895.85     \$542       \$890.35     but less than     \$907.35     \$563       \$918.85     but less than     \$918.85     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$9976.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$649       \$1,022.35     but less than     \$1,023.5     \$663       \$1,023.85     but less than     \$1,026.85     \$640       \$1,026.85     but less than <td< td=""><td>\$792.35</td><td>but less than</td><td>\$803.85</td><td>\$486</td></td<>	\$792.35	but less than	\$803.85	\$486
\$826.85     but less than     \$838.35     \$507       \$838.35     but less than     \$849.85     \$514       \$849.85     but less than     \$861.35     \$521       \$861.35     but less than     \$872.85     \$528       \$843.35     but less than     \$895.85     \$542       \$895.85     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$914.85     \$570       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$976.35     \$591       \$976.35     but less than     \$976.35     \$598       \$987.85     but less than     \$976.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$605       \$999.35     but less than     \$1,045.35     \$663       \$1,022.35     but less than     \$1,026.85     \$640       \$1,045.35     but less than     \$	\$803.85	but less than	\$815.35	\$493
\$838.35     but less than     \$849.85     \$514       \$849.85     but less than     \$872.85     \$528       \$872.85     but less than     \$872.85     \$535       \$844.35     but less than     \$895.85     \$542       \$895.85     but less than     \$907.35     \$556       \$918.85     but less than     \$918.85     \$556       \$918.85     but less than     \$918.85     \$563       \$907.35     but less than     \$918.85     \$570       \$941.85     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$976.35     \$591       \$976.35     but less than     \$999.35     \$605       \$999.35     but less than     \$1,023.35     \$612       \$1,010.85     but less than     \$1,023.35     \$626       \$1,033.85     but less than     \$1,023.5     \$661       \$1,079.85     but less than     \$1,068.35     \$640       \$1,079.85     but less than	\$815.35	but less than	\$826.85	\$500
\$849.85     but less than     \$861.35     \$521       \$861.35     but less than     \$872.85     \$528       \$872.85     but less than     \$884.35     \$535       \$884.35     but less than     \$895.85     \$542       \$895.85     but less than     \$907.35     \$5549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$930.35     \$563       \$941.85     but less than     \$941.85     \$570       \$941.85     but less than     \$976.35     \$591       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$976.35     \$591       \$976.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,045.35     \$662       \$1,045.35     but less than     \$1,045.35     \$664       \$1,079.85     but less than     \$1,079.85     \$664       \$1,079.85     but less than	\$826.85	but less than	\$838.35	\$507
\$861.35     but less than     \$872.85     \$528       \$872.85     but less than     \$884.35     \$535       \$884.35     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$918.85     \$556       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$964.85     \$584       \$964.85     but less than     \$964.85     \$591       \$976.35     but less than     \$997.85     \$598       \$987.85     but less than     \$917.85     \$605       \$993.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,045.35     \$662       \$1,033.85     but less than     \$1,045.35     \$664       \$1,068.35     but less than     \$1,068.35     \$641       \$1,079.85     but less than     \$1,068.35     \$664       \$1,079.85     but less than	\$838.35	but less than	\$849.85	\$514
\$872.85     but less than     \$884.35     \$535       \$884.35     but less than     \$907.35     \$542       \$895.85     but less than     \$918.85     \$556       \$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$963.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$997.85     \$598       \$987.85     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,023.85     \$626       \$1,033.85     but less than     \$1,045.35     \$661       \$1,045.35     but less than     \$1,046.35     \$664       \$1,056.85     but less than     \$1,079.85     \$664       \$1,079.85     but less than     \$1,102.85     \$666       \$1,127.85     but less than	\$849.85	but less than	\$861.35	\$521
\$884.35     but less than     \$895.85     \$542       \$895.85     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$953.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$997.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,045.35     \$6633       \$1,045.35     but less than     \$1,045.35     \$6640       \$1,056.85     but less than     \$1,068.35     \$6641       \$1,079.85     but less than     \$1,0285     \$6643       \$1,107.35     but less than	\$861.35	but less than	\$872.85	\$528
\$895.85     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$964.85     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$997.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,033.85     \$626       \$1,033.85     but less than     \$1,045.35     \$6633       \$1,045.35     but less than     \$1,079.85     \$6640       \$1,079.85     but less than     \$1,079.85     \$661       \$1,079.85     but less than     \$1,102.85     \$6661       \$1,079.85     but less than </td <td>\$872.85</td> <td>but less than</td> <td>\$884.35</td> <td>\$535</td>	\$872.85	but less than	\$884.35	\$535
\$895.85     but less than     \$907.35     \$549       \$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$953.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,023.85     \$626       \$1,033.85     but less than     \$1,045.35     \$6633       \$1,045.35     but less than     \$1,079.85     \$6640       \$1,079.85     but less than     \$1,079.85     \$6614       \$1,079.85     but less than     \$1,102.85     \$661       \$1,102.85     but less than     \$1,125.85     \$682       \$1,102.85     but less th	\$884.35	but less than	\$895.85	\$542
\$907.35     but less than     \$918.85     \$556       \$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$953.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$997.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,023.85     \$626       \$1,033.85     but less than     \$1,045.35     \$633       \$1,045.35     but less than     \$1,079.85     \$6640       \$1,079.85     but less than     \$1,079.85     \$6641       \$1,079.85     but less than     \$1,079.85     \$6641       \$1,091.35     but less than     \$1,102.85     \$668  >\$1,102.85     but less than	\$895.85	but less than		
\$918.85     but less than     \$930.35     \$563       \$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$953.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$999.35     \$605       \$997.85     but less than     \$999.35     \$6015       \$1,010.85     but less than     \$1,022.35     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,022.35     \$6626       \$1,033.85     but less than     \$1,045.35     \$6633       \$1,045.35     but less than     \$1,045.35     \$6640       \$1,056.85     but less than     \$1,079.85     \$6641       \$1,079.85     but less than     \$1,012.85     \$6661       \$1,028.5     but less than     \$1,1125.85     \$6682       \$1,114.35     but less than     \$1,125.85     \$6682       \$1,114.35		but less than		
\$930.35     but less than     \$941.85     \$570       \$941.85     but less than     \$953.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$987.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,023.85     \$626       \$1,022.35     but less than     \$1,033.85     \$626       \$1,033.85     but less than     \$1,045.35     \$633       \$1,045.35     but less than     \$1,056.85     \$640       \$1,056.85     but less than     \$1,079.85     \$661       \$1,079.85     but less than     \$1,102.85     \$668       \$1,102.85     but less than     \$1,1125.85     \$668       \$1,114.35     but less than     \$1,137.35     \$689       \$1,148.85     but less than     \$1,148.85     \$696       \$1,148.85     but l		but less than		
§941.85     but less than     \$953.35     \$577       \$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$987.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$661       \$1,022.35     but less than     \$1,033.85     \$6626       \$1,033.85     but less than     \$1,045.35     \$6633       \$1,045.35     but less than     \$1,068.35     \$6640       \$1,068.35     but less than     \$1,068.35     \$6647       \$1,068.35     but less than     \$1,079.85     \$6654       \$1,079.85     but less than     \$1,079.85     \$6668       \$1,102.85     but less than     \$1,102.85     \$6682       \$1,102.85     but less than     \$1,1142.55     \$6682       \$1,114.35     but less than     \$1,137.35     \$6689       \$1,148.85		but less than	\$941.85	
\$953.35     but less than     \$964.85     \$584       \$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$987.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,033.85     \$626       \$1,033.85     but less than     \$1,045.35     \$633       \$1,045.35     but less than     \$1,056.85     \$640       \$1,068.35     but less than     \$1,079.85     \$664       \$1,079.85     but less than     \$1,079.85     \$6661       \$1,091.35     but less than     \$1,079.85     \$668       \$1,102.85     but less than     \$1,102.85     \$668       \$1,091.35     but less than     \$1,102.85     \$668       \$1,102.85     but less than     \$1,1143.5     \$667       \$1,143.5     but less than     \$1,137.35     \$6689       \$1,143.55     <	•			
\$964.85     but less than     \$976.35     \$591       \$976.35     but less than     \$987.85     \$598       \$987.85     but less than     \$999.35     \$605       \$999.35     but less than     \$1,010.85     \$612       \$1,010.85     but less than     \$1,022.35     \$619       \$1,022.35     but less than     \$1,022.35     \$6633       \$1,022.35     but less than     \$1,045.35     \$6633       \$1,045.35     but less than     \$1,045.35     \$6640       \$1,056.85     but less than     \$1,068.35     \$6647       \$1,068.35     but less than     \$1,079.85     \$6654       \$1,079.85     but less than     \$1,091.35     \$6661       \$1,091.35     but less than     \$1,102.85     \$668       \$1,102.85     but less than     \$1,114.35     \$675       \$1,114.35     but less than     \$1,125.85     \$682       \$1,137.35     but less than     \$1,148.85     \$696       \$1,148.85     but less than     \$1,160.35     \$7703       \$1,160.35				
\$976.35but less than\$987.85\$598\$987.85but less than\$999.35\$605\$999.35but less than\$1,010.85\$612\$1,010.85but less than\$1,022.35\$619\$1,022.35but less than\$1,033.85\$626\$1,033.85but less than\$1,045.35\$633\$1,045.35but less than\$1,045.35\$640\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$664\$1,079.85but less than\$1,091.35\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$669\$1,148.85but less than\$1,114.35\$703\$1,160.35but less than\$1,160.35\$7703\$1,160.35but less than\$1,126.35\$717\$1,183.35but less than\$1,1206.35\$771\$1,183.35but less than\$1,1206.35\$7731\$1,1206.35but less than\$1,220.35\$745\$1,220.35but less than\$1,220.35\$745\$1,220.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$987.85but less than\$999.35\$605\$999.35but less than\$1,010.85\$612\$1,010.85but less than\$1,022.35\$619\$1,022.35but less than\$1,033.85\$626\$1,033.85but less than\$1,045.35\$633\$1,045.35but less than\$1,056.85\$640\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$654\$1,079.85but less than\$1,091.35\$6661\$1,091.35but less than\$1,102.85\$6688\$1,102.85but less than\$1,125.85\$6682\$1,114.35but less than\$1,125.85\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,171.85\$7703\$1,160.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,229.35\$745\$1,229.35but less than\$1,229.35\$752\$1,240.85but less than\$1,252.35\$759	•			
\$999.35but less than\$1,010.85\$612\$1,010.85but less than\$1,022.35\$619\$1,022.35but less than\$1,033.85\$626\$1,033.85but less than\$1,045.35\$633\$1,045.35but less than\$1,056.85\$640\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$664\$1,079.85but less than\$1,079.85\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,171.85\$773\$1,160.35but less than\$1,194.85\$724\$1,194.85but less than\$1,220.35\$731\$1,206.35but less than\$1,220.35\$745\$1,229.35but less than\$1,220.35\$752\$1,240.85but less than\$1,229.35\$759				
$\begin{array}{llllllllllllllllllllllllllllllllllll$				
\$1,022.35but less than\$1,033.85\$626\$1,033.85but less than\$1,045.35\$633\$1,045.35but less than\$1,056.85\$640\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$654\$1,079.85but less than\$1,091.35\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,160.35\$773\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,033.85but less than\$1,045.35\$633\$1,045.35but less than\$1,056.85\$640\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$654\$1,079.85but less than\$1,091.35\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,137.35\$689\$1,148.85but less than\$1,148.85\$696\$1,148.85but less than\$1,171.85\$703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,229.35\$752\$1,240.85but less than\$1,252.35\$759				
\$1,045.35but less than\$1,056.85\$640\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$6654\$1,079.85but less than\$1,091.35\$6661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$7703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,056.85but less than\$1,068.35\$647\$1,068.35but less than\$1,079.85\$654\$1,079.85but less than\$1,091.35\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,125.85\$689\$1,137.35but less than\$1,137.35\$669\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$7703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,068.35but less than\$1,079.85\$654\$1,079.85but less than\$1,091.35\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$703\$1,160.35but less than\$1,171.85\$710\$1,160.35but less than\$1,183.35\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759	-			
\$1,079.85but less than\$1,091.35\$661\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$7703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,091.35but less than\$1,102.85\$668\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$7703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,171.85\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759	. ,			
\$1,102.85but less than\$1,114.35\$675\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$703\$1,148.85but less than\$1,171.85\$710\$1,160.35but less than\$1,171.85\$717\$1,171.85but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759	. ,			
\$1,114.35but less than\$1,125.85\$682\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,171.85\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,125.85but less than\$1,137.35\$689\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,171.85\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759	. ,			
\$1,137.35but less than\$1,148.85\$696\$1,148.85but less than\$1,160.35\$703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,183.35\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,148.85but less than\$1,160.35\$703\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,183.35\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,160.35but less than\$1,171.85\$710\$1,171.85but less than\$1,183.35\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,171.85but less than\$1,183.35\$717\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,183.35but less than\$1,194.85\$724\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,194.85but less than\$1,206.35\$731\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,206.35but less than\$1,217.85\$738\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,217.85but less than\$1,229.35\$745\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,229.35but less than\$1,240.85\$752\$1,240.85but less than\$1,252.35\$759				
\$1,240.85 but less than \$1,252.35 \$759				
\$1,252,35 but less than \$1,263,85   \$766	\$1,252.35	but less than	\$1,263.85	\$766

E	Base Salary Weekly	/ Rate	Weekly Sickness & Accident Benefit Amount
\$1,263.85	but less than	\$1,275.35	\$773
\$1,275.35	but less than	\$1,286.85	\$780
\$1,286.85	but less than	\$1,298.35	\$787
\$1,298.35	but less than	\$1,309.85	\$794
\$1,309.85	but less than	\$1,321.35	\$801
\$1,321.35	but less than	\$1,332.85	\$808
\$1,332.85	but less than	\$1,344.35	\$815
\$1,344.35	but less than	\$1,355.85	\$822
\$1,355.85	but less than	\$1,367.35	\$829
\$1,367.35	but less than	\$1,378.85	\$836
\$1,378.85	but less than	\$1,390.35	\$843
\$1,390.35	but less than	\$1,401.85	\$850
\$1,401.85	but less than	\$1,413.35	\$857
\$1,413.35	but less than	\$1,424.85	\$864
\$1,424.85	but less than	\$1,436.35	\$871
\$1,436.35	but less than	\$1,447.85	\$878
\$1,447.85	but less than	\$1,459.35	\$885
\$1,459.35	but less than	\$1,470.85	\$892
\$1,470.85	but less than	\$1,482.35	\$899
\$1,482.35	but less than	\$1,493.85	\$906
\$1,493.85	but less than	\$1,505.35	\$913
\$1,505.35	but less than	\$1,516.85	\$920
\$1,516.85	but less than	\$1,528.35	\$927
\$1,528.35	but less than	\$1,539.85	\$934
\$1,539.85	but less than	\$1,551.35	\$941
\$1,551.35	but less than	\$1,562.85	\$948
\$1,562.85	but less than	\$1,574.35	\$955
\$1,574.35	but less than	\$1,585.85	\$962
\$1,585.85	but less than	\$1,597.35	\$969
\$1,597.35	but less than	\$1,608.85	\$976
\$1,608.85	but less than	\$1,620.35	\$983
\$1,620.35	but less than	\$1,631.85	\$990
\$1,631.85	but less than	\$1,643.35	\$997
\$1,643.35	but less than	\$1,654.85	\$1,004
\$1,654.85	but less than	\$1,666.35	\$1,011
\$1,666.35	but less than	\$1,677.85	\$1,018
\$1,677.85	but less than	\$1,689.35	\$1,025
\$1,689.35	but less than	\$1,700.85	\$1,032
\$1,700.85	and over		\$1,039

# When Benefits Begin

For disabilities beginning on or after November 1, 2007, S&A benefits are payable beginning on the first normal working day of disability caused by an injury or after three (3) normal working days of disability caused by a non-occupational sickness.

# **Occupational Disability**

S&A benefits are payable for an occupational disability arising out of and in the course of any employment on the same terms as if the disability had been non-occupational. The S&A weekly benefit amount will be equal to the amount by which the non-occupational weekly benefit exceeds the weekly amount (whether commuted or not and whether compromised or not as a redemption award or otherwise) that you would be entitled to receive for time lost from work under any applicable Workers' Compensation or occupational disease law. Payments specifically for hospital, surgical, or medical expenses and payments or specific allowances for loss, or 100% loss of use, of a body member or disfigurement, will not be counted. Also not counted will be permanent partial disability payments for an occupational disability unrelated to the disability for which benefits are payable under this section.

# How Long Benefits Last

S&A benefits are payable during any one period of disability absence for a period up to 52 weeks, except that if you have less than one year of seniority, you will be paid S&A benefits for a period of disability up to a period equal to:

Your seniority on the date your disability began, if you have seniority; or

The period from the date you were hired to the date the disability began, if you do not have seniority. However, benefits will continue to be payable, but in no case beyond the end of the 52 week period while:

- You are a patient in a hospital; or
- You are receiving payment because of employment with the Company under any applicable Workers' Compensation or occupational disease law (not counting payments or specific allowances for loss, or 100% loss of use of a body member) for the same disability when the maximum period for which you are entitled to receive S&A benefits ends, and such benefits were payable for less than 52 weeks.

# **Partial Week Benefits**

S&A benefits will be paid for a partial week at a daily rate calculated by dividing the weekly benefit by five and multiplying the quotient by the number of normal working days you were disabled in the workweek for which a partial benefit is being paid.

# **New Disability Period**

Beginning on or after November 1, 2007, you will establish a new period of disability when:

- A disability absence is due to the same or related cause(s) as the last disability absence, but is separated from the previous absence by at least 14 consecutive days of continuous active on-roll service; or
- A disability absence is entirely unrelated to the cause(s) of the previous absence and begins after return to active work with the Company.

# **Holiday Pay**

S&A benefits are not paid for any day you are entitled to receive holiday pay or pay for the holiday.

# **Unemployment Compensation**

S&A benefits are reduced by any unemployment benefits you are eligible to receive under any unemployment compensation law.

# **Social Security**

S&A benefits are reduced by the weekly equivalent of any disability or old-age insurance benefits (primary insurance amount) to which you are entitled for the same period under the Social Security Act or any future legislation providing similar benefits except old-age benefits reduced because of the age at which they are received. For purposes of this reduction, the weekly equivalent of benefits paid on a monthly basis will be calculated by dividing the monthly benefit rate by 4.33.

#### **Disciplinary Leave of Absence**

If you are placed on leave of absence for disciplinary reasons, your S&A coverage will end the first day of such leave of absence. If you become disabled while on the disciplinary leave of absence, S&A benefits will not be paid during the period of such disciplinary leave. However, if you remain disabled beyond the period of the disciplinary leave of absence, your disability will be considered to have begun on the first normal workday following the end of such leave and S&A benefits will be payable following the appropriate waiting period if you are otherwise eligible to receive such benefits.

#### **Notice of Claim**

You must furnish notice of claim to the Claim Administrator within 20 days after any period of disability begins, or as soon thereafter as is reasonably possible.

#### **Proof of Loss**

You must furnish proof of loss to the Claim Administrator within 90 days after the end of the S&A liability period. Failure to furnish such proof within this period does not invalidate or reduce any claim if it was not reasonably possible to do so, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

# Mileage for Disability Evaluation Program (DEP) Examinations

Effective October 29, 2007, employees who are required to travel more than forty (40) miles oneway from their plant location to the office where the DEP examination is performed are eligible for reimbursement at the rate of 48.5 cents per mile. This reimbursement rate will increase effective January 1<sup>st</sup> of each year of the contract based on IRS increases.

#### Waiver of Benefits

If you have one or more years of seniority, you may waive irrevocably any right you may have to S&A benefits with respect to any period of time by completing a waiver form furnished by the Company. Most often S&A benefits are waived in order to be eligible for a monthly pension benefit.

#### **Temporary Disability or Mandated State Disability Laws**

If you are or become subject to any temporary disability, mandated state disability laws, or similar law of jurisdiction (such as New York, New Jersey, California, Rhode Island, or Hawaii), certain provisions governing the payment of disability benefits will apply to you. In certain states, you must

apply for these benefits and the Company will offset your S&A benefit payments, where applicable.

# Social Security Disability Insurance Benefits (SSDIB)

Your claim will be assessed by the fifth (5<sup>th</sup>) month of disability to determine if you are a candidate to apply for SSDIB. The following is a summary of the key requirements:

- Identified candidates are required to apply for SSDIB within 45 days of being notified and are required to pursue appeals and hearings as directed.
- A Social Security Advocate will be assigned to you at the beginning of the application process.
- This Advocate will utilize an account sweep to recover overpayments made to you associated with retroactive SSDIB awards.
- Failure of a candidate to comply with any portion of the SSDIB process will result in a presumed SSDIB offset.
- If you are presumed eligible for SSDIB due to the failure to apply when directed and subsequently make the required filing with Social Security and provide proof of the filing to the Claim Administrator, you will be refunded any benefits presumed on and after the date the required filing was actually made with Social Security. Any benefits presumed prior to the filing date with Social Security will remain offset against your S&A benefits.

# Mental Health and Substance Abuse (MHSA)

An employee with a MHSA condition is required to treat with and provide total disability certification from a licensed psychiatrist within 30 days of a new claim or 14 days of a re-open claim.

# Other

The Claim Administrator has the right to require as part of the proof of claim for S&A benefits satisfactory evidence as to:

- Benefits listed in this section under "Occupational Disability," "Unemployment Compensation," and "Social Security," for which you are eligible;
- Whether or not you have made application for such benefits;
- Whether or not you have waived such benefits at any time during the period for which you claim S&A benefits; and
- The amount of all such benefits for which you are eligible.

Note: S&A coverage is not continued beyond the date on which you retire.

# The Salary Continuation Plan (Salary Bargaining Unit Employees)

This plan provides salary payments for Salary Bargaining Unit employees up to 80 working days if totally disabled and unable to work.

The salary continuation plan provides salary payments for absence due to personal injury or illness. The plan is not designed to establish an annual period of absence.

#### **Disability Absence**

Disability absence is a necessary absence from work due to personal injury or illness for at least the number of days required for sickness and accident benefits to become payable. The injury or illness may be either occupational or non-occupational.

This plan does not cover absences due to personal injury or illness for fewer days than are required for sickness and accident benefits to become payable.

#### **Disability Benefits**

Disability benefits are the benefits payable to you due to injury, illness, or other disability (whether occupational or non-occupational) under sickness and accident and/or under the laws of any jurisdiction providing for such benefits.

#### **The Benefit Payment**

Payment under this plan consists of a combination of salary continuation payments, sickness and accident benefits, and any applicable statutory benefits that in total equal the full salary you would have received if the disability absence had not occurred.

#### When Benefits Begin

Payments under the salary continuation plan begin on the first normal working day in case of accident (if you are under the care of a licensed physician on the first day) and on the fourth working day in case of illness (if you are under the care of a licensed physician on or before the fourth day). In the case of illness, salary continuation payments are retroactive to the first normal working day of absence if you are under the care of a physician by the fourth day and these days are charged to your maximum period.

# **How Long Benefits Last**

The maximum period for each disability absence shall be determined at the beginning of your absence. The maximum period for any one disability absence is the number of days, based on your continuous service determined from the table below, reduced by the number of days for which you were paid for disability absences previously in the same calendar year. You may not receive payments in one calendar year for more than the number of days shown in this table as your maximum period.

If you receive payments for your maximum period, you must work for at least 30 working days following your return before you will be eligible to receive any payments to which you may otherwise become entitled under this plan.

If your disability absence continues from one calendar year into another, you must work at least 30 working days following your return to work before you are eligible for a new maximum period. However, you will be eligible for a new maximum period if you have not exhausted the maximum period to which you were eligible in the prior year and again are disabled as a result of an unrelated disability or of a complication of your prior disability as distinguished from a continuation of your prior disability and are otherwise eligible for disability benefits before you have worked the required 30 days.

Table of Maximum Periods		
If your continuous service at the beginning of your disability absence is:	Your maximum period will be:	
Less than 5 full calendar months (excluding the month of hire)	Not covered by plan	
5 full calendar months (excluding the month of hire) but less than 1 year	10 working days	
1 year but less than 2 years	20 working days	
2 years but less than 5 years	40 working days	
5 years but less than 10 years	60 working days	
10 years but less than 20 years	70 working days	
20 years or more	80 working days	

# **Proof of Disability**

The Company reserves the right to require due proof of personal injury or illness, and all payments under this plan are contingent on the furnishing of such proof when required.

# **Reinstated Sickness and Accident Benefit**

This benefit provides weekly payments if you become totally disabled while on layoff and are eligible for SUB benefits.

# Eligibility

To be eligible for reinstated S&A benefits you must:

- Become totally and continuously disabled while on a qualifying layoff as defined in the Supplemental Unemployment Benefit (SUB) Plan after the end of the calendar month following the month of your layoff;
- Become totally disabled while insured for group life insurance;
- Immediately before becoming disabled, have been eligible for a regular benefit under the SUB Plan, or have been ineligible because you were employed by another employer;
- Not receive an S&A or extended disability benefit for that week;
- Apply for the benefit and furnish satisfactory proof of disability; and
- For each week a benefit is claimed:
  - Be unable to perform all duties of your occupation;
  - Be under the continuous care of a legally licensed physician (excluding those physicians identified under the provisions of Letter B-13 of Exhibit B, The Life, Disability and Health Care Benefits Program) who certifies your total disability; and
  - Be otherwise eligible to receive a benefit under the SUB Plan.

# When Benefits Begin

Reinstated S&A benefits will begin on the first working day following the last day for which a regular SUB benefit was payable if you were receiving such benefit immediately before becoming disabled. Otherwise, benefits will begin on the first normal working day of a qualifying disability.

#### **Other Provisions**

- Reinstated S&A benefits are reduced by the amount of any disability benefit you receive for the same week under a plan financed in whole or in part by another employer.
- Except as specifically provided above, all of the terms of the S&A benefit under the heading "Sickness and Accident (S&A) Benefit" also apply to reinstated S&A benefits.

# **Extended Disability Benefit Plan (EDB)**

Extended disability benefits ("EDB") are provided under the Extended Disability Benefit Plan (the "Plan") which is part of the Group Insurance Program. This Plan provides monthly payments for an extended period of time if your disability continues beyond the period you are entitled to receive S&A or Reinstated S&A benefits.

# Eligibility

To be eligible for EDB you must:

- Be covered for S&A or reinstated S&A benefits;
- Have exhausted the maximum number of weeks for which you are entitled to receive S&A or reinstated S&A benefits during a period of disability or waived S&A benefits;
- Be under the continuous care of a legally licensed physician (excluding those physicians identified under the provisions of Letter B-13 of Exhibit B, The Life, Disability and Health Care Benefits Program) who certifies your total disability;
- Be totally disabled because of disease or injury so as to be prevented thereby from engaging in regular employment or occupation with the Company at the plant or plants where you have seniority, whether or not work is available;
- Not be engaged in regular occupation or employment for pay or profit; and
- Submit satisfactory proof of disability.

# The Benefit Amount

For disabilities commencing on or after November 1, 2007, the amount of your extended disability benefit is determined from the following schedules of either "Base Hourly Rate" or "Base Salary Weekly Rate" benefits.

Base Hourly Rate		/onthly pility Benefit Amount *
	Schedule I	Schedule II
less than \$13.95	\$1,215	\$1,335
\$13.95 but less than \$14.30	\$1,250	\$1,370
\$14.30 but less than \$14.65	\$1,280	\$1,405
\$14.65 but less than \$15.00	\$1,310	\$1,440
\$15.00 but less than \$15.35	\$1,340	\$1,475
\$15.35 but less than \$15.70	\$1,370	\$1,505
\$15.70 but less than \$16.05	\$1,405	\$1,540
\$16.05 but less than \$16.40	\$1,435	\$1,575
\$16.40 but less than \$16.75	\$1,465	\$1,610
\$16.75 but less than \$17.10	\$1,495	\$1,640
\$17.10 but less than \$17.45	\$1,525	\$1,675

#### For Hourly paid employees

Base Hourly Rate	Monthly	
	Extended Disability Benefit Amount	
	Schedule I	Schedule II
\$17.45 but less than \$17.80	\$1,560	\$1,710
\$17.80 but less than \$18.15	\$1,590	\$1,745
\$18.15 but less than \$18.50	\$1,620	\$1,780
\$18.50 but less than \$18.85	\$1,650	\$1,810
\$18.85 but less than \$19.20	\$1,680	\$1,845
\$19.20 but less than \$19.55	\$1,710	\$1,880
\$19.55 but less than \$19.90	\$1,745	\$1,915
\$19.90 but less than \$20.25	\$1,775	\$1,950
\$20.25 but less than \$20.60	\$1,805	\$1,980
\$20.60 but less than \$20.95	\$1,835	\$2,015
\$20.95 but less than \$21.30	\$1,865	\$2,050
\$21.30 but less than \$21.65	\$1,900	\$2,085
\$21.65 but less than \$22.00	\$1,930	\$2,120
\$22.00 but less than \$22.35	\$1,960	\$2,150
\$22.35 but less than \$22.70	\$1,990	\$2,185
\$22.70 but less than \$23.05	\$2,020	\$2,220
\$23.05 but less than \$23.40	\$2,055	\$2,255
\$23.40 but less than \$23.75	\$2,085	\$2,290
\$23.75 but less than \$24.10	\$2,115	\$2,320
\$24.10 but less than \$24.45	\$2,145	\$2,355
\$24.45 but less than \$24.80	\$2,175	\$2,390
\$24.80 but less than \$25.15	\$2,205	\$2,425
\$25.15 but less than \$25.50	\$2,240	\$2,460
\$25.50 but less than \$25.85	\$2,270	\$2,490
\$25.85 but less than \$26.20	\$2,300	\$2,525
\$26.20 but less than \$26.55	\$2,330	\$2,560
\$26.55 but less than \$26.90	\$2,360	\$2,595
\$26.90 but less than \$27.25	\$2,395	\$2,630
\$27.25 but less than \$27.60	\$2,425	\$2,660
\$27.60 but less than \$27.95	\$2,455	\$2,695
\$27.95 but less than \$28.30	\$2,485	\$2,730
\$28.30 but less than \$28.65	\$2,515	\$2,765
\$28.65 but less than \$29.00	\$2,550	\$2,795
\$29.00 but less than \$29.35	\$2,580	\$2,830
\$29.35 but less than \$29.70		\$2,865
\$29.70 but less than \$30.05	\$2,610 \$2,640	\$2,900
\$30.05 but less than \$30.40		\$2,900
	\$2,670	
\$30.40 but less than \$30.75	\$2,700	\$2,965
\$30.75 but less than \$31.10	\$2,735	\$3,000
\$31.10 but less than \$31.45	\$2,765	\$3,035
\$31.45 but less than \$31.80	\$2,795	\$3,070
\$31.80 but less than \$32.15	\$2,825	\$3,105
\$32.15 but less than \$32.50	\$2,855	\$3,135
\$32.50 but less than \$32.85	\$2,890	\$3,170
\$32.85 but less than \$33.20	\$2,920	\$3,205
\$33.20 but less than \$33.55	\$2,950	\$3,240

Base Hourly Rate		Ionthly ility Benefit Amount *
	Schedule I	Schedule II
\$33.55 but less than \$33.90	\$2,980	\$3,275
\$33.90 but less than \$34.25	\$3,010	\$3,305
\$34.25 and above	\$3,040	\$3,340

\*Schedule I applies if you have less than 10 years of credited service under the Pension Plan on your last day worked preceding a continuous period of disability. Schedule II applies if you have 10 or more years of credited service under the Pension Plan on your last day worked preceding a continuous period of disability.

Base Salary Weekly Rate			Monthly Extended Disability Benefit Amount *	
			Schedule I	Schedule II
	Less than	\$562.35	\$1,230	\$1,350
\$562.35	but less than	\$573.85	\$1,255	\$1,380
\$573.85	but less than	\$585.35	\$1,280	\$1,405
\$585.35	but less than	\$596.85	\$1,305	\$1,435
\$596.85	but less than	\$608.35	\$1,330	\$1,460
\$608.35	but less than	\$619.85	\$1,355	\$1,490
\$619.85	but less than	\$631.35	\$1,385	\$1,520
\$631.35	but less than	\$642.85	\$1,410	\$1,545
\$642.85	but less than	\$654.35	\$1,435	\$1,575
\$654.35	but less than	\$665.85	\$1,460	\$1,600
\$665.85	but less than	\$677.35	\$1,485	\$1,630
\$677.35	but less than	\$688.85	\$1,510	\$1,660
\$688.85	but less than	\$700.35	\$1,535	\$1,685
\$700.35	but less than	\$711.85	\$1,560	\$1,715
\$711.85	but less than	\$723.35	\$1,585	\$1,740
\$723.35	but less than	\$734.85	\$1,610	\$1,770
\$734.85	but less than	\$746.35	\$1,635	\$1,795
\$746.35	but less than	\$757.85	\$1,660	\$1,825
\$757.85	but less than	\$769.35	\$1,690	\$1,855
\$769.35	but less than	\$780.85	\$1,715	\$1,880
\$780.85	but less than	\$792.35	\$1,740	\$1,910
\$792.35	but less than	\$803.85	\$1,765	\$1,935
\$803.85	but less than	\$815.35	\$1,790	\$1,965
\$815.35	but less than	\$826.85	\$1,815	\$1,995
\$826.85	but less than	\$838.35	\$1,840	\$2,020
\$838.35	but less than	\$849.85	\$1,865	\$2,050
\$849.85	but less than	\$861.35	\$1,890	\$2,075
\$861.35	but less than	\$872.85	\$1,915	\$2,105
\$872.85	but less than	\$884.35	\$1,940	\$2,130
\$884.35	but less than	\$895.85	\$1,965	\$2,160
\$895.85	but less than	\$907.35	\$1,995	\$2,190
\$907.35	but less than	\$918.85	\$2,020	\$2,215

#### For Salary paid employees

Base Salary Weekly Rate			Monthly Extended Disability Benefit Amount *	
			Schedule I	Schedule II
\$918.85	but less than	\$930.35	\$2,045	\$2,245
\$930.35	but less than	\$941.85	\$2,070	\$2,270
\$941.85	but less than	\$953.35	\$2,095	\$2,300
\$953.35	but less than	\$964.85	\$2,120	\$2,325
\$964.85	but less than	\$976.35	\$2,145	\$2,355
\$976.35	but less than	\$987.85	\$2,170	\$2,385
\$987.85	but less than	\$999.35	\$2,195	\$2,410
\$999.35	but less than	\$1,010.85	\$2,220	\$2,440
\$1,010.85	but less than	\$1,022.35	\$2,245	\$2,465
\$1,022.35	but less than	\$1,033.85	\$2,270	\$2,495
\$1,033.85	but less than	\$1,045.35	\$2,300	\$2,525
\$1,045.35	but less than	\$1,056.85	\$2,325	\$2,550
\$1,056.85	but less than	\$1,068.35	\$2,350	\$2,580
\$1,068.35	but less than	\$1,079.85	\$2,375	\$2,605
\$1,079.85	but less than	\$1,091.35	\$2,400	\$2,635
\$1,091.35	but less than	\$1,102.85	\$2,425	\$2,660
\$1,102.85	but less than	\$1,114.35	\$2,450	\$2,690
\$1,114.35	but less than	\$1,125.85	\$2,475	\$2,720
\$1,125.85	but less than	\$1,137.35	\$2,500	\$2,745
\$1,137.35	but less than	\$1,148.85	\$2,525	\$2,775
\$1,148.85	but less than	\$1,160.35	\$2,550	\$2,800
\$1,160.35	but less than	\$1,171.85	\$2,575	\$2,830
\$1,171.85	but less than	\$1,183.35	\$2,600	\$2,860
\$1,183.35	but less than	\$1,194.85	\$2,630	\$2,885
\$1,194.85	but less than	\$1,206.35	\$2,655	\$2,915
\$1,206.35	but less than	\$1,217.85	\$2,680	\$2,940
\$1,217.85	but less than	\$1,229.35	\$2,705	\$2,970
\$1,229.35	but less than	\$1,240.85	\$2,730	\$2,995
\$1,240.85	but less than	\$1,252.35	\$2,755	\$3,025
\$1,252.35	but less than	\$1,263.85	\$2,780	\$3,055
\$1,263.85	but less than	\$1,275.35	\$2,805	\$3,080
\$1,275.35	but less than	\$1,286.85	\$2,830	\$3,110
\$1,286.85	but less than	\$1,298.35	\$2,855	\$3,135
\$1,298.35	but less than	\$1,309.85	\$2,880	\$3,165
\$1,309.85	but less than	\$1,321.35	\$2,905	\$3,195
\$1,321.35	but less than	\$1,332.85	\$2,935	\$3,220
\$1,332.85	but less than	\$1,344.35	\$2,960	\$3,250
\$1,344.35	but less than	\$1,355.85	\$2,985	\$3,275
\$1,355.85	but less than	\$1,367.35	\$3,010	\$3,305
\$1,367.35	but less than	\$1,378.85	\$3,035	\$3,330
\$1,378.85	but less than	\$1,390.35	\$3,060	\$3,360
\$1,390.35	but less than	\$1,401.85	\$3,085	\$3,390
\$1,401.85	but less than	\$1,413.35	\$3,110	\$3,415
\$1,413.35	but less than	\$1,424.85	\$3,135	\$3,445
\$1,424.85	but less than	\$1,436.35	\$3,160	\$3,470

Base Salary Weekly Rate			Monthly Extended Disability Benefit Amount *	
			Schedule I	Schedule II
\$1,436.35	but less than	\$1,447.85	\$3,185	\$3,500
\$1,447.85	but less than	\$1,459.35	\$3,210	\$3,525
\$1,459.35	but less than	\$1,470.85	\$3,240	\$3,555
\$1,470.85	but less than	\$1,482.35	\$3,265	\$3,585
\$1,482.35	but less than	\$1,493.85	\$3,290	\$3,610
\$1,493.85	but less than	\$1,505.35	\$3,315	\$3,640
\$1,505.35	but less than	\$1,516.85	\$3,340	\$3,665
\$1,516.85	but less than	\$1,528.35	\$3,365	\$3,695
\$1,528.35	but less than	\$1,539.85	\$3,390	\$3,725
\$1,539.85	but less than	\$1,551.35	\$3,415	\$3,750
\$1,551.35	but less than	\$1,562.85	\$3,440	\$3,780
\$1,562.85	but less than	\$1,574.35	\$3,465	\$3,805
\$1,574.35	but less than	\$1,585.85	\$3,490	\$3,835
\$1,585.85	but less than	\$1,597.35	\$3,515	\$3,860
\$1,597.35	but less than	\$1,608.85	\$3,545	\$3,890
\$1,608.85	but less than	\$1,620.35	\$3,570	\$3,920
\$1,620.35	but less than	\$1,631.85	\$3,595	\$3,945
\$1,631.85	but less than	\$1,643.35	\$3,620	\$3,975
\$1,643.35	but less than	\$1,654.85	\$3,645	\$4,000
\$1,654.85	but less than	\$1,666.35	\$3,670	\$4,030
\$1,666.35	but less than	\$1,677.85	\$3,690	\$4,060
\$1,677.85	but less than	\$1,689.35	\$3,720	\$4,085
\$1,689.35	but less than	\$1,700.85	\$3,745	\$4,115
\$1,700.85	and over		\$3,770	\$4,140

\*Schedule I applies if you have less than 10 years of credited service under the Pension Plan on your last day worked preceding a continuous period of disability. Schedule II applies if you have 10 or more years of credited service under the Pension Plan on your last day worked preceding a continuous period of disability.

EDB payable for less than a full month will be prorated on the basis of the ratio of the total number of calendar days of your eligibility to the total number of calendar days in that month.

# When Benefits Begin

Benefits start on the day after you have exhausted your S&A or reinstated S&A benefits, if you meet all of the eligibility requirements.

#### Social Security Disability Insurance Benefits (SSDIB)

Your claim will be assessed to determine if you are a candidate to apply for SSDIB. The following is a summary of the key requirements:

- Identified candidates are required to apply for SSDIB within 45 days of being notified and are required to pursue appeals and hearings as directed.
- A Social Security Advocate will be assigned to you at the beginning of the application process.

- This Advocate will utilize an account sweep to recover overpayments made to you associated with retroactive SSDIB awards.
- Failure of a candidate to comply with any portion of the SSDIB process will result in a presumed SSDIB offset.

# **EDB Reductions**

EDB is reduced by an amount equal to the monthly equivalent of the total of the following other benefits:

- All benefits under the Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed.
- Lost time benefits, including lump-sum settlements, under Workers' Compensation laws or other laws providing benefits for occupational injury or disease, but excluding:
  - Specific allowances for loss, or 100% loss of use, of a body member;
  - Permanent partial disability payments for an occupational disability unrelated to the disability for which EDB is payable; and
  - Benefits payable for total disability due to pneumoconiosis as defined on September 21, 1973, under the Federal Black Lung Act of 1972.
- Disability or old-age insurance benefits to which you are entitled (primary insurance amount) under the Federal Social Security Act or any future legislation providing similar benefits, except old-age benefits reduced because of the age at which received.
- Benefits under any state or federal law providing benefits for working time lost because of disability.

The amount of these reductions shall not be increased following the first day for which EDB is payable, except that the amounts of such reductions may be increased in connection with any adjustment in the original determination of the amount of such benefits.

The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

EDB computations presume eligibility for Social Security Disability Insurance Benefits (SSDIB) and disability retirement benefits under the Pension Plan or any other pension plan or retirement program then in effect to which the Company or any of its subsidiaries has contributed. If you are directed by the Company or the Claim Administrator to apply for SSDIB and fail to do so timely, you will be presumed eligible for the benefit, and your EDB payment will be reduced by the presumed amount. If SSDIB is presumed due to your failure to timely file for the benefit and you subsequently make the required filing with Social Security and provide proof of the same to the Claim Administrator, you will be refunded any benefits presumed on and after the date your required filing was actually made with Social Security. Any benefits presumed prior to the filing date with Social Security will remain offset against your EDB benefits.

If you are eligible for SSDIB but are not paid those benefits due to refusal to accept vocational rehabilitation services, your EDB benefit will be reduced by the SSDIB amount you would otherwise be entitled to receive.

Presumption of eligibility for disability retirement benefits shall not be made with respect to any EDB payment due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which you are entitled to receive S&A or reinstated S&A benefits. Amounts deducted from EDB on the basis of a presumption of disability retirement benefits are paid upon presentation of satisfactory evidence that these benefits were applied for and denied.

The Claim Administrator has the right to require as part of the proof of claim for EDB satisfactory evidence of:

- Other income benefits for which you are eligible;
- Whether or not you have made application for other income benefits;
- Whether or not you have waived other income benefits at any time during the period for which you claim EDB; and
- The amount of all other income benefits for which you are eligible.

#### How Long Benefits Last

The maximum period during which you are eligible for EDB is:

- If you have 10 or more years of seniority as of the day on which disability began, the number of months commencing with the month in which you have exhausted your S&A or reinstated S&A benefits and terminating with the end of the month in which you attain age 65; or
- If you have less than 10 years of seniority as of the day on which disability began, the number of months by which your full months of seniority at the beginning of the disability is greater than the period for which you are entitled to receive S&A or reinstated S&A benefits, less any periods for which benefits were payable during your lifetime.

In any event, EDB will not be paid beyond:

- The end of the month in which you attain age 65;
- The date you no longer satisfy the disability requirements; or
- The date of your death;

whichever occurs first, except that if you become disabled at or after age 63 and subsequently become eligible for EDB, such benefits will be payable in accordance with the following schedule:

If your age at commencement of disability is:	The maximum duration of EDB will be:
63 and 0 months but less than 68 and 1 month	12 months
68 and 1 month but less than 68 and 2 months	11 months
68 and 2 months but less than 68 and 3 months	10 months
68 and 3 months but less than 68 and 4 months	9 months
68 and 4 months but less than 68 and 5 months	8 months
68 and 5 months but less than 68 and 6 months	7 months
68 and 6 months and older	6 months

You will no longer satisfy the disability requirements for these benefits if you fail to furnish proof of continuing disability or refuse to be examined when reasonably required to do so.

# Mileage for Disability Evaluation Program (DEP) Examinations

Effective October 29, 2007, employees who are required to travel more than forty (40) miles oneway from their plant location to the office where the DEP examination is performed are eligible for reimbursement at the rate of 48.5 cents per mile. This reimbursement rate will increase effective January 1<sup>st</sup> of each year of the contract based on IRS increases.

#### **Successive Disability**

If you return to work with the Company and again become totally disabled by the same or a related cause(s) within three (3) months, your EDB claim is reopened and benefits are paid at the same

rate as were paid prior to your return to work (provided you did not previously exhaust your maximum benefit and you are otherwise eligible for EDB).

Once a period of extended disability is established, the test for satisfying the disability requirement will not be deemed to end if you (a) return to work with the Company for a period which does not qualify you for a new period of S&A benefits or (b) engage in regular occupation or employment for pay or profit. However, EDB will be suspended during such periods.

If EDB is discontinued because you no longer satisfy the disability requirement and within two weeks (but before you return to work for the Company) you again become disabled by the same condition, disease, or injury, so as to satisfy the disability requirement, EDB will resume.

Any month or a portion of a month for which your EDB is reduced by any other benefits, or is suspended or discontinued as described here, will be considered as a month for which you receive EDB in determining the maximum period of payment.

# **Enrollment in Medicare Part B**

Effective October 29, 2007, if you are eligible for EDB and are enrolled in Medicare Part B under the Social Security Act, you will receive a monthly special benefit equal to the lesser of the Medicare Part B premium or \$76.20.

This payment will be included in your monthly EDB and will begin on the first day of the month following the earlier of:

- The month in which you reach age 65; or
- Receipt by the Claim Administrator of your application on a form provided for this purpose if you are under age 65, in which case such payment will be effective for the month you enroll.

Not more than one such payment will be made to you for any one month. No such payment will be made if you are receiving any special Medicare benefit under the pension agreement.

#### Waiver of Benefits

You may waive irrevocably any right you may have to receive EDB with respect to any period of disability by completing a waiver form furnished by the Company.

# **Legal Action**

No legal action may be brought to receive any EDB after three years from the date your maximum entitlement to S&A or reinstated S&A benefits is exhausted.

# Applying for Disability Benefits

Claims should be reported promptly.

In the event of your disability, your claim must be reported to the Claim Administrator. See section entitled, "Notice of Claim," under "Sickness and Accident (S&A) Benefit."

#### How to File a Claim

Contact the Claim Administrator to file a claim and provide any documents requested.

#### If a Claim Is Denied

- Sickness & Accident and Reinstated Sickness & Accident Benefit
  - If a sickness and accident or reinstated sickness and accident claim is denied in whole or in part, you will receive a notice from the Claim Administrator explaining the reason for the denial. The notice will contain contact information for the Claim Administrator, including address and phone number. If you wish to appeal the denial, written inquiry must be made to the Claim Administrator office that denied the claim within 60 days from the date the claim was denied. When you make such contact, you will be advised what you can do to support your claim. You may request the assistance of your appropriate Union representative. Your appeal will be reviewed in accordance with the Procedure for Review of Denied Claims pursuant to Exhibit B, The Life, Disability and Health Care Benefits Program, to the Collective Bargaining Agreement.

#### • Extended Disability Benefit

#### A. Initial Determination

If your application for benefits is denied in whole or in part, written notice will be made to you as soon as practicable but generally no later than 45 days (unless special circumstances require an extension of time) after the request is received. This notice will include:

- The specific reason or reasons for the denial;
- Specific reference to Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- A description of the Plan's review procedures and applicable time limits.

#### **B.** Appeal of the Initial Determination

If you wish to appeal an adverse claim determination, you have at least 180 days following receipt of an adverse benefit determination to submit a written appeal of the determination. The request for review should be submitted in writing to the Claim Administrator and must include at least the following information:

- Name of employee;
- Name of Plan;
- Reference to the initial decision; and
- An explanation why you are appealing the initial determination

A written decision will be furnished within a reasonable time, but no later than 45 days (unless special circumstances require an extension). The written decision will include specific reasons for the decision and will set forth specific reference to Plan provisions upon which the decision is based. Upon written request, you may receive free of charge copies of relevant documents, records and other pertinent information pertaining to your claim.

If your appeal is denied in whole or in part, you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) of 1974. No action at law or in equity may be brought to recover until the appeal rights described in Sections A. and B. have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part.

The Claim Administrator has been delegated authority to construe, interpret, apply and administer the Extended Disability Benefit Plan.

# Disability Coverage If You Stop Active Work

If you stop active work, your disability coverage will be affected.

# Quit

If you lose your seniority because you quit, your disability coverage will cease concurrent with your termination of employment.

# Discharge, Absence From Work Without Notifying the Plant as Required by the Collective Bargaining Agreement, or Failure To Return to Work When Called

If you lose your seniority through discharge, absence from work without notifying the plant as required by the Collective Bargaining Agreement, or failure to return to work when called, your disability coverage will cease concurrent with your termination of employment.

If your seniority is reinstated effective after the termination date of such coverage, your coverage is not reinstated until you return to active work.

# Layoff

If you are laid off, your S&A and EDB coverage will continue until the end of the month following the month in which your layoff begins.

If you are subsequently recalled, your disability coverage will begin on the first day you return to active work.

# Leave of Absence

• **Personal Leave of Absence.** If you are on an approved personal leave of absence, your S&A, reinstated S&A and EDB coverage will continue until the end of the month following the month in which the leave begins.

However, if you are on an approved personal leave of absence because of a clinically anticipated disability based on the natural course of a diagnosed condition, your S&A and EDB coverage, if otherwise terminated, will be reinstated, provided you are insured for group life insurance when you present medical certification from your physician, satisfactory to the Claim Administrator, that you are totally disabled. The coverage will remain in force for the period of the total disability or a period equal to your seniority, whichever is less.

- Family/Medical Leave of Absence. If you are (1) on an approved family leave of absence requested because of the birth of a child, to care for a child, or a child's placement with you for adoption or foster care, or (2) an approved medical leave of absence requested because of a serious health condition or to care for a family member with a serious health condition, your S&A, reinstated S&A and EDB coverage will continue until the end of the month following the month in which the leave begins
- Local Union Leave of Absence. If you are on an approved leave of absence to work for the local union, your S&A, reinstated S&A and EDB coverage will continue until the end of the month following the month in which the leave begins. Thereafter, you may continue your S&A

and EDB coverage for the period of the leave, or any extension thereof, by paying the required monthly premium.

• International Union Leave of Absence. If you are on an approved leave of absence to work for the international union, your S&A, reinstated S&A and EDB coverage will continue until the end of the month following the month in which the leave begins.

#### Totally Disabled or Temporarily Separated as a PQX Disability

If you are totally disabled or have physical limitations which require you to be temporarily separated as a "PQX disability", your disability coverage will continue for the period of the total or PQX disability or a period equal to your seniority, whichever is less.

#### **Work Stoppage**

If you leave work solely because of an authorized strike, S&A, reinstated S&A and EDB coverage will cease as of 11:59 p.m. on the date the strike began.

If you leave work solely because of an unauthorized strike, your S&A, reinstated S&A and EDB coverage will cease at the time the strike began.

# **Entry Level Employee Exceptions**

This section contains Program benefit exceptions pursuant to the Memorandum of Understanding (MOU) UAW-Chrysler Entry Level Wage & Benefit Agreement of the 2007 UAW-Chrysler Production, Maintenance and Parts (PM&P) Agreement.

"Entry Level Employee" means regular UAW employees hired on or after October 29, 2007, into the non-core work functions and shall apply until such employee becomes a regular, non entry employee.

The Disability Benefits as described in this summary apply to Entry Level Employees with the following exceptions:

#### Eligibility – When Coverage Begins

Sickness and Accident Benefit and Extended Disability Benefit coverage under the Program will apply on the date following the date you acquire one year of seniority.

# Sickness and Accident (S&A) Benefit Exceptions

How Long Benefits Last

The maximum benefit duration for an eligible Entry Level Employee is:

- 26 weeks if you have at least one (1) year but less than three (3) years seniority as of the day on which your disability commenced
- 52 weeks if you have at least three (3) years seniority as of the day on which your disability commenced

# **Extended Disability Benefit (EDB) Exceptions**

How Long Benefits Last

The maximum benefit duration for an eligible Entry Level Employee is:

- 13 weeks if you have at least one (1) year but less than three (3) years seniority as of the day on which your disability commenced
- 26 weeks if you have at least three (3) years but less than five (5) years seniority as of the day on which your disability commenced
- If you have at least five (5) years seniority as of the day on which your disability commenced, your maximum benefit duration is the same as for a regular, non entry employee

# **Miscellaneous Provisions**

This section contains general information about the Program and applies to the Extended Disability Benefit Plan which is part of the Program.

# Non-Assignment / Non-Alienation

Benefits or amounts payable under the Program may not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary unless the Company provides its prior written consent. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy upon, or otherwise dispose of any right to benefits payable hereunder, is void.

# **Program Documents / Conflicts / Revisions**

Except as provided for herein, when this summary becomes available to you, it will replace and supersede all prior summaries and materials describing your benefits. In such event, the Company may make disclosures subsequent to the initial publication date of this summary to ensure that the information provided herein is accurate.

# Funding

The sickness and accident, reinstated sickness and accident and extended disability benefits are self insured by the Company and are paid from the Company's assets which are subject to the claims of the Company's creditors. Sedgwick CMS will provide certain administrative services with respect to these benefits.

# **Collective Bargaining Agreement**

The Program is maintained pursuant to a collective bargaining agreement. The Program's benefits are subject in every respect to the provisions of such collective bargaining agreement and any applicable law and to any changes therein. A copy of such agreement(s) may be obtained by participants and beneficiaries upon written request to the Program Administrator and is available for examination by participants and beneficiaries.

# Authority of Program Administrator (the "Administrator") or Plan Administrator (if applicable) (the "Administrator")

The Administrator has the sole and absolute discretionary authority to interpret and to make determinations with regard to the terms, conditions or administration of the Program, including, but not limited to issues regarding conflicting provisions, doubtful terms, and the determination of claims or eligibility for benefits. The Administrator's decisions will be final and binding upon all persons.

The Company, through its duly authorized representatives, reserves the right to amend, suspend or terminate all or any provisions of the Program, at any time, **subject to the terms of the collective bargaining agreement**. No other entity or person has the authority to amend, suspend or terminate the Program, commit the Program to any benefit not approved by the Program or waive any of the Program provisions.

# **No Implied Promises**

Nothing in this section says or implies that participation in the Program is a guarantee that benefit levels for employees or retirees will remain unchanged in future years. Furthermore this summary is not deemed to constitute an employment contract. Nothing in this summary gives any person the right to be retained in the employ of the Company.

# **Subrogation Rights**

If an employee's disability for which any benefits are paid under the Program is the result of circumstances or an event which creates a legal liability in another person or entity and the employee (or his/her dependents or personal representative) seeks to recover compensatory or economic damages through legal or other action against that person or entity, the Company may take legal or other action to join the action initiated by the employee to recover the cost of benefits paid by the Program. If compensatory or economic losses (but not punitive losses or sums allocated to compensate for pain and/or suffering) are recovered by an employee or his/her estate in a personal injury action, such payments shall be offset from the benefits paid or payable from the Program. If the employee's recovery creates an overpayment of the benefits paid by the Program and the Company is not reimbursed by the employee from such recovery, the Company may initiate its normal overpayment recovery procedures to recoup the overpayment from the employee. When recovery is made by the Company or claims administrator under this provision, a share of the expense of the recovery, including attorney fees, will be paid by the Program. The expenses to be paid will be those ordered by the court or, in absence of a court order, in the same proportion as the amount recovered by the Program of the total recovered as a result of the personal injury action.

If the employee (or his/her dependent or personal representative) does not commence an action to enforce the liability of the other person or entity within eighteen (18) months after the occurrence of the disability, the Company may, in its own name and within the period of time for commencement of actions prescribed by statute, initiate action to enforce the right of recovery against the liable person or entity.

The amount to be subrogated under this provision will not exceed the total cost of the benefits paid by the Program. Subrogation will not be pursued if it will result in an employee's gross recovery being less than the total of the benefits paid or payable under the Program.

This subrogation provision will not impede any action initiated by the Company to recover medical benefits paid under the Health Care Benefits Program according to the subrogation provisions of that Program.

#### **Misstatements**

In the event of a misstatement of any fact affecting your coverage under the Program, the true facts will be used to determine whether you are covered and for how much.

#### Local or International Union Leave

Effective dates of coverage described in this summary will not apply to you if you are on a leave of absence requested by your local union or the international union to permit you to work for that union. Your coverage will be upgraded following contract negotiations and thereafter on January 1 of each year according to the amounts that would be applicable to your base rate as if you were working in the plant.

#### **Retroactive Awards**

If any benefits listed under "Occupational Disability," "Holiday Pay," "Unemployment Compensation" or "Social Security" in the section entitled "Sickness and Accident (S&A) Benefit" and other benefits listed under "EDB Reductions" are awarded retroactively, they will be treated as having been received by you during the entire time period for which such benefits were payable and any overpayment of any sickness and accident, reinstated sickness and accident and extended disability benefits will be calculated accordingly.

# **Recovery of Benefit Overpayments**

If it is determined that any benefit paid to you should not have been paid or should have been paid in a lesser amount, written notice will be given to you and you will be expected to repay the amount of the overpayment to the Company or the Administrator, provided, however, that no repayment will be required if notice has not been given within one year from the date the overpayment was established and the overpayment was caused solely by the Company or the Administrator error.

If you fail to repay the overpayment promptly, the Program, the Company or the Administrator may arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company, or on the Company's behalf, or otherwise, to you in the form of wages or benefits.

An appropriate deduction or deductions may be made from any future benefit payment or payments payable to you under the Program for the purpose of recovering overpayments made to you under any of the Company's employee benefit programs. Amounts so deducted will be remitted to the applicable benefit program. The Company, by such remittance, will be relieved of any further liability with respect to such payments.

Participants who have received overpayments of disability benefits will be ineligible to receive certain pension increases under the Pension Agreement between Chrysler and the UAW. Disability benefit overpayments owed by a participant will be reduced by an amount equal to the difference between the lump sum and monthly benefit increases that the participant would have received if the participant had not become ineligible for such benefit increases and the lump sum and monthly benefit increases that the participant we sum and monthly benefit increases and the lump sum and monthly benefit increases and the lump sum and monthly benefit increases that the participant we sum and monthly benefit increases that the participant received.

# **Proof of Disability**

Proof covering the occurrence, the nature, and the extent of your disability must be furnished to the Claim Administrator or the Company. Subsequent proof of the continuance of such disability

must be furnished to the Claim Administrator or the Company at such intervals as the Administrator or the Company may reasonably require.

The Claim Administrator or the Company, in accordance with the terms of the Collective Bargaining Agreement, will have the right and opportunity to request that you be examined when and as often as it may reasonably require.

#### **Determination by the Company**

Subject to adjustment for error, the determination and findings made in good faith by the Company with respect to the fact and time of commencement, duration, and termination of an employee's employment, layoff, leave of absence, or absence because of sickness or injury; an employee's rate of basic earnings; any fact relating to the SUB Plan or any Company retirement plan; the fact that, as of any given time, an employee is, or is not, covered for all benefits for which he or she is eligible under the Program or any state plan policy; and the amount of the employee's benefits, if any, under the Program or any state plan policy as of any given time, will be conclusive and binding upon all persons for the purposes of coverage described in this summary.

#### **Benefit Payments**

All claims for sickness and accident, reinstated sickness and accident and extended disability benefits will be processed by the Company or the Administrator. Extended disability benefit payments will be made by the Company through the Company's Employee Benefit Trust. All other benefit payments will be made by the Administrator or through the Company's payroll.

#### **Payment of Claims**

Upon receipt of a claim, disability benefits will be paid to you at the end of each period for which benefits are payable.

# **Administrative Information**

This section contains administrative details regarding the Extended Disability Benefit Plan (EDB).

Extended Disability Benefit Plan

Plan Sponsor and Plan Administrator	Chrysler LLC CIMS 485-07-26 1000 Chrysler Drive Auburn Hills, MI 48326-2766 1-888-322-4462
Responsibility for Servicing the Plan	Sedgwick CMS P.O. Box 14575 Lexington, KY 40512-4575 1-888-322-4462
Employer Identification Number (EIN)	38-2673623
Official Plan Name and Plan Number	Extended Disability Program of the Group Insurance Program (referred to as the Extended Disability Benefit Plan) Plan Number: 501
Plan Type	Welfare Plan – Extended Disability Benefits
Plan Year	Same as calendar year
Type of Administration	Administrative services arrangement
Union	International Union, UAW 8000 East Jefferson Avenue Detroit, MI 48214
Agent for Service of Legal Process	Office of the Secretary Chrysler LLC 1000 Chrysler Drive Auburn Hills, MI 48326-2766

# **Employee Retirement Income Security Act**

This summary is designed to meet the legal requirements for the Extended Disability Benefit Plan under the Employee Retirement Income Security Act of 1974 (ERISA).

# Your Rights Under ERISA

As a participant in an "ERISA" Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This notice applies to the ERISA plan summarized in this handbook.

#### ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at your place of employment, all documents governing a plan, including collective bargaining agreements and copies of the latest annual reports (Form 5500 Series) filed by each plan with the U.S. Department of Labor.
- Obtain, upon written request to each plan administrator, copies of documents governing the operation of each plan, including collective bargaining agreements, and copies of the latest annual reports (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge for the copies.
- Receive a summary of a plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

#### With regard to the Health Care Plan, you have the right to:

- Continue health coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the plan's summary plan description contained in this handbook and the documents governing the plan on the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion of 12 months (18 months for late enrollees) after your enrollment date in your coverage.

#### With regard to the Defined Benefit Plan, you have a right to:

• Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. Each plan must provide the statement free of charge.

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report from the plan administrator and do not receive them within 30 days, you may file suite in a federal court. In such a case, the court may require the plan administrator 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 administrator. If you have a claim for benefits which 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 a plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the 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 should pay 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, for example, if it finds your claim is frivolous.

If you have any questions about a plan, you should contact your union benefit representative or the plan administrator. If you have any questions about your rights under ERISA or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in this handbook, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, V.W. Washington, D.C. 20210.

#### Who is not Eligible:

Notwithstanding anything to the contrary, the following individuals are not eligible to participate for any purpose under the employee benefit plans set forth in this handbook, regardless of how the Internal Revenue Service ("IRS") or any court classifies the person:

- a person who is a leased employee within the meaning of Internal Revenue Code Section 414(n); that is, one who provides services to the Company pursuant to an agreement between the Company and a leasing organization, who has provided such services on a substantially full-time basis for a period of at least one year and whose services are provided under the primary direction and control of the Company;
- a person whose total compensation from the Company is reflected on a Form 1099 and not a Form W-2 or who is otherwise classified by the Company as an independent contractor, as evidenced by failure to withhold taxes from his or her compensation;
- a person whose compensation for services is paid by the Company through a service contract or agreement, a purchase order or by accounts payable;
- a person who is an agency employee, i.e., an individual working for a company providing goods or services (including temporary employee services) to the Company; and
- a person who has agreed in writing to non-participant status under any of the Company's employee benefits plans.

CHRYSLER LLC HUMAN RESOURCES