

# **Short Term Disability Summary Plan Description**

Effective Date: January 1, 2025

## **Contact Information**

Plan Administrator: Paul Mueller Company Benefits  
Committee (the "Committee")  
Address and Telephone #: 1600 W. Phelps Street  
Springfield, Mo. 65802  
(417)575-9000

Claims Administrator: Unum Life Insurance Company of  
America ("Unum")  
Address and Telephone #: 2211 Congress Street  
Portland, ME. 04122  
(800)858-6843

Service Provider: Unum Life Insurance Company of America  
Address and Telephone #: 2211 Congress Street  
Portland, ME. 04122  
(800)858-6843

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## Overview of Plan Benefits

The benefits described in this Summary Plan Description are short-term disability income protection benefits provided by Paul Mueller Company (the "Company") to replace a portion of your income in the event an Illness or Injury prevents you from working for a period of time. The short term disability benefits are part of the Paul Mueller Company Consolidated Health and Welfare Plan. This Summary Plan Description is an amendment and restatement of the previous Summary Plan Description and describes the short-term disability benefits for all eligible employees, effective as of January 1, 2025. Short-term disability benefits provided to any eligible employees before that date are explained and governed by the terms of the prior Plan. The short-term disability benefits do not provide benefits for Occupational Injuries or Occupational Illnesses. The short-term disability benefits are self-funded by the Company from general Company assets. Detailed information about your eligibility for coverage, what benefits are payable, how to file a claim, and other features of this benefit are contained in this document, which is referred to as your booklet. For purposes of these short-term disability benefits, the Company acts on its own behalf. Under no circumstances will the Company be deemed the agent of Unum.

The Company has engaged Unum to provide certain administrative claims handling services for these short-term disability benefits. Neither Unum nor any of its affiliates or related insuring entities insures the short-term disability benefits, or has any responsibility to fund the benefits.

The Company reserves the right to modify, amend, suspend or terminate, in whole or in part, any of the provisions of these short-term disability benefits at any time for any reason or for no reason. When making a benefit determination under the Plan, the Committee has discretionary authority to determine your eligibility for benefits and to interpret and enforce the terms and provisions of these short-term disability benefits. The Committee has delegated all of this authority to Unum as the short-term disability benefits Claims Administrator.

"We", "us", and "our", as used in this overview, refers to the Company. The Company is the Plan's sponsor.

This booklet is written in plain English. If you do not understand any of the terms in it, or desire more information, you should contact the Company's Human Resources department at 417-575-9000. Many of the terms used in this booklet are defined in the Definitions Section. Be sure to read all the definitions so that you will understand these short-term disability benefits fully.

# Benefits at a Glance

The short-term disability benefits provide financial protection for you by paying a portion of your income if you become disabled. The amount you receive is specified in the section titled Weekly Benefit Payment Amounts. To receive short-term disability benefits, your disability must be medically certified by a Physician and meet the generally accepted medical standards for the diagnosis. If the necessary medical certification of disability is not provided, short-term disability benefits payments will be delayed and/or suspended.

## Eligible Groups:

To be eligible for short-term disability benefits, you must complete the minimum employment waiting period and be a member of one of the following eligible groups:

Class 1: Full-time, exempt employees in Salary Grades 41- 50

Class 2: Full-time, exempt employees in Salary Grades 31- 40; Full-time, non-exempt, non-contract employees and Mueller Transportation Inc. (MTI) drivers

Class 3: Full-time employees represented by the Sheet Metal Workers International Association Local No. 208, but in each case only if enrolled in medical benefits under the Paul Mueller Company Consolidated Health and Welfare Plan (the "Health Plan").

Note: Short-term disability benefits will only be paid if the Disability occurs after you are covered under the Plan as an eligible employee and before the occurrence of an event that would cause benefits to end as set forth under the Termination of Benefits section set forth below.

## Eligibility Requirements:

To be eligible for benefits, you must meet the following minimum requirements:

Full-time, permanent employees who have met the 30-day eligibility waiting period.

Full-time, permanent employees represented by the Sheet Metal Workers International Association Local No. 208 who have met the 30-day eligibility period and are enrolled in the medical plan.

Normal vacation is considered Active Employment.

## Minimum Employment Waiting Period:

30 days of continuous Active Employment is required to be eligible for participation in the short-term disability program.

**Benefit Waiting Period:**

The later of:

Zero (0) days for Injury, hospitalization or outpatient surgery

Five (5) consecutive days for Illness

Short-term disability benefits will begin the day after the Injury/Illness waiting period has been met.

**Weekly Benefit Payment Amounts:**

Upon approval of a qualifying Disability and completion of the Benefit Waiting Period, Weekly Benefit payment amounts will be paid in the amount and for the period based on your eligibility class as set forth below. All benefits will be directly paid to you as the eligible employee.

Class 1: 13 weeks at 100% of salary or wage, then 13 weeks at 60%  
Class 2: 4 weeks at 100% of salary or wage, then 22 weeks at 60% \*  
Class 3: \$370 per week up to 52 weeks\*\*

\* For MTI drivers eligible for the Class 2 benefit, the weekly benefit rate will be determined by using the average salary from the prior 12 months of employment. If employment is less than 12 months, the average salary for the entire period of employment will be used to determine the weekly benefit rate.

\*\*For those eligible for the Class 3 benefit, this weekly rate is made up of five daily segments. A benefit period of less than a full week will be calculated on a daily basis. In no event will benefits be payable for more than the maximum benefit period during any on one (1) Disability Period.

Any week or partial week for which you are entitled to disability benefits under the federal Social Security Act, any state workers' compensation benefits, other short term disability benefits, any actual wages paid by the Company for any work performed during the disability period or other wages paid through salary continuation arrangements, the Weekly Benefit payment amount will be reduced by the amount of such Social Security benefits (less the Company's proportionate share of reasonable attorney's fees associated with the successful collection of Social Security benefits) or other applicable payment amounts, to which you are entitled for that weekly period or part thereof, including any amounts payable attributable to your dependent(s). If you received short-term disability benefits from the Plan and later received the Social Security benefit, workers' compensation, other short-term disability amount, or other salary continuation payment amounts for the same time period, you must refund the Company the benefit received. You will be considered to be entitled to Social Security Disability Income benefits if you would be eligible for such benefits were an application made, except that the Weekly Benefit payment amount will not be reduced if you submit proof to Unum

that you have applied for Social Security Disability Income benefits and, after final determination, your application has been denied.

**Maximum Weekly Benefit Payment Amounts:**

Class 1 - 2: The percentage of salary or wage specified above  
Class 3: \$370

Employees in each Class must continue making your premium payments for medical coverage under the Health Plan to maintain your disability benefit coverage while you are receiving payments under this Plan.

**Benefits on Recognized Holidays:**

If you are disabled on a recognized holiday, you will be paid at the percentage specified in the Weekly Benefit payment amount. If you worked throughout the regularly scheduled workday immediately prior to the holiday, however, and then became disabled prior to the holiday, you will receive a short-term disability benefit under the Plan for that holiday equal to 100% of your base salary or wage. For this purpose, non-scheduled workdays will be treated as any Saturday or Sunday, rather than as a regularly scheduled workday, unless Saturday or Sunday is a regularly scheduled workday.

**Termination of Benefits:**

Short-term disability coverage and payments end upon the earliest of the following events:

- Employee is released to fully return to work without restrictions or limitations;
- Employee completes a Disability Period under these short-term disability benefits;
- Employee enters armed forces on active duty;
- Employee does not return to Active Employment;
  
- Employee is no longer in an eligible group;
- The eligible group is no longer covered under the Plan;
- The Plan's short-term disability benefits are canceled.

**Resumption of Eligibility for Benefits:**

If your eligibility for short-term disability benefits terminates due to Layoff or active duty in the armed forces for a period 31 days or more, your eligibility will resume immediately upon your return to full-time employment. If your coverage terminates for any other reason, it will resume once you are an eligible employee

who has satisfied the Minimum Hours Requirement and Required Waiting Eligibility Period.

**Suspension of Benefits:**

Your short-term disability benefits under the Plan may be suspended and subject to retroactive payment during any period of time that Unum, the Committee, or legal authorities are conducting an investigation to determine whether a disability arose under any of the circumstances set forth in the Exclusions or Occupational Injuries and Illnesses sections of this Summary Plan Description.

**Overpayment of Benefits:**

The Company has the right to recover any overpayments due to:

- Fraud;
- Any error made in processing a claim;
- Disability Earnings; and/or
- Deductible Sources of Income.

Overpayments will be reimbursed to the Company in full. These repayments may be completed via reducing or withholding future payments including the minimum Weekly Payment.

**Return of Disability & Benefits:**

If a Disability returns within 30 consecutive working days or less after your return to work for full-time Active Employment, and is due to the same causes as your prior disability, your disability will be treated as part of your prior claim and the Benefit Waiting Period will be waived so long as you are still employed with on a full-time basis.

If your Active Employment with Company ends for any reason, but subsequently are re-employed and return to work as an eligible employee more than 15 days after your previous Disability, you must satisfy the Benefit Waiting Period before Weekly Benefits will be paid for any subsequent Disability.

If your Disability is unrelated to your prior Disability, this will be considered a new claim and you must satisfy the Benefit Waiting Period.

**Release to Return to Work:**

You must obtain a written release from your doctor to return to work following a period of disability. If the release includes any restrictions, the Company will discuss them with you. If you have been absent from work for thirty-one (31) days or more, depending on your position's physical or safety requirements, you may be required to successfully complete a return-to-work physical employment screen.

**Exclusions:**

In spite of other provisions in this summary plan description to the contrary, no short-term disability benefits will be paid under the Plan for any disability arising out of an Injury or Illness that has resulted from the following:

War or any act of war;

Participation in a riot;

Intentional self-inflicted Injury;

Commission of an act that is a crime in the jurisdiction where it is committed (no payment under this Plan shall be made if there is an investigation, charges pending against the employee or if the employee is convicted of the crime); and/or

Intoxication due to the influence of illegal drug.

**Miscellaneous:**

Days during which you are receiving short-term disability benefits will not be considered time worked for purposes of computing overtime pay.

The Company fully funds the short-term disability benefits therefore you are not required to make contributions to receive these benefits. Any short-term disability benefits received under the Plan will be taxable in the same way as your regular salary or wages.

If you are disabled after reaching age sixty (60) and disabled for 180 days, you are not required to maintain your premium payments for life coverage. Proof of disability, provided at the insured employee's expense, must be filed by the insured employee and approved by Unum.

**Occupational Injuries and Illnesses:**

The short-term disability benefits do not cover disabilities for Occupational Injuries or Illnesses. Short-term disability benefits will not be paid for any Occupational Injury or Illness for which you are entitled to receive income replacement benefits under any worker's compensation statute, even if such benefits are smaller than those that would otherwise be payable under this summary plan description.

**Other Features:**

The Plan includes enrollment, risk management and other support services related to the Plan's short-term disability benefits.



**Fraud Warning:**

The Company, the Committee and Unum take fraud very seriously. If you, with intent to defraud or knowing that you are facilitating a fraudulent claim, submit an application or file a claim containing a false or deceptive statement, we will assert all legal and equitable rights against you and pursue all legal and equitable remedies we have against you.

# Claim Submission

## **Submitting a Disability Claim:**

If you find yourself in need of short-term disability benefits due to a Disability that occurs after you became an eligible employee under this Plan, you will need to notify Unum as soon as possible but no later than ninety (90) days after the beginning date of your Disability. Unless there are special circumstances or legal incapacitation, claims submitted after 90 days will not be considered.

To file the claim, you may obtain a claim submission form from the Company. You must fill out the employee section of the claim form, have the Company complete the employer section and then have your treating Physician complete their section of the form. If for some reason, you do not receive the form within fifteen (15) days, proceed to send Unum medical documentation supporting the need of the claim without waiting for the form. Refer to the Required Medical Documentation section to understand specifics to support your disability claim. Once the form has been fully completed, you or your treating Physician should send the completed form and medical documentation directly to the Unum by using the contact information on the cover page.

## **Required Medical Documentation:**

When filing a disability claim, medical documentation is always required to support the need of the claim. This medical documentation should be provided by your treating Physician. The following list is required from the supplied medical documentation:

- Date your disability began;

- Existence and cause of your Injury or Illness;

- Functional limitations or restrictions caused by your Injury or Illness that are preventing you from performing the essential duties and functions of your Regular Occupation;

- Treating regularly under care of the treating Physician;

- Name and address of treating location where you have or are receiving treatment, including all attending Physicians; and/or

- Appropriate documentation of your Weekly Earnings, any Disability Earnings, and any Deductible Sources of Income.

In some cases, you will be required to give Unum and the Committee authorization to obtain additional medical information, and to provide non-medical information as part of your medical documentation or to support your need of continuing disability. You may also be required to send Unum appropriate financial records, which may include income tax returns, which are necessary to substantiate your income. You may be requested to send updated medical documentation to support your claim. This medical documentation must be received within forty-five (45) days from the date of request. If the requested medical documentation is not received your claim may be denied or your payments stopped.

Unum or the Committee may require you to be examined by a Physician or other medical practitioner and/or vocational expert of its choice. This examination will be at no cost to you and can be required as often as it is reasonable to do so. You may also be required to participate in an interactive process with Unum or the Committee to further understand and support your disability needs.

### **Claim Decisions:**

Your disability claim will normally be approved or denied by Unum within forty-five (45) days after receipt. At times, two (2) extensions of up to thirty (30) days each may sometimes be necessary, due to matters beyond the control of this Plan. You will be given advance notice for the need of an extension. The notice will explain why the extension was necessary and provide a timeframe of when a decision will be made. This notice will also explain the standards for determining whether you are entitled to a benefit, the unresolved issues that have prevented the decision being made, and any additional information needed to resolve the issues. You will then be given forty-five (45) days from the date of request to provide the specified information. If the specified information requested is not received, a decision on your claim will be made without this information.

Within the forty-five day (45) period after your claim is received (or by the end of any extension period as described above or as further extended for any period while waiting for you to supply additional specified information), either your claim will be approved or denied. In both situations of approval or denial you will receive written or electronic notice of this decision. If your claim is either wholly or partially denied, the notice you receive will tell you why the claim was denied, it will refer to the provisions of this summary plan description upon which the decision was based and it will discuss the reason for the denial, including reasons for disagreeing with views of professionals, medical or vocational experts consulted or the disability determination by the Social Security Administration. The notice will also describe any additional information that may be necessary for your claim to be approved and an explanation of why such information is needed. If the denial was based on medical necessity, experimental treatment, or similar exclusion or limit, the notice will include either an explanation of the scientific or clinical judgment applying the exclusion or limit to your medical circumstances, or a statement that such explanation will be provided upon your request and without charge. You will also receive a description of this Plan's procedures for resolving appeals of denied claims and an explanation of your right to file a civil action under Section 502(a) of ERISA if your appeal is denied. Refer to the Appeal of a Claim Decision section for more information on how to file an appeal.

### **Appeal of a Claim Decision:**

If you wish to appeal a claim decision you have 180-days from the receipt of notice of an adverse benefit determination to file, the appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than forty-five (45) days following receipt of the written request for

review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional forty-five (45) days (90-days in total). You will be notified in writing if an additional forty-five (45) day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will describe the required specific information and you will be afforded forty-five (45) days to provide the required specified information. If you deliver the requested information within the required timeframe, the forty-five (45) day extension of the appeal review period will begin after receipt of that information. If the specified information requested is not received, a decision on your claim will be made without this information.

You will have the opportunity to submit written comments, documents, or other information to support your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be made by a person different from the original person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, a health professional with appropriate training and experience will be consulted. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, you will be provided with the names of each such expert, regardless of whether the advice was relied upon.

If your requested on an appeal is denied you will receive a notice with the following information:

Specific reason(s) for the determination;

Reference to the specific Plan provision(s) on which the determination is based;

Statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);

Statement describing your right to bring a civil suit under federal law;

Statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and

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

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

Any cancellation or discontinuance of your disability coverage that has a retroactive effect will be treated as an adverse benefit determination, except in the case of failure to timely pay required premiums or contributions toward the cost of coverage.

If you live in a county with a significant population of non-English speaking persons, the plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

For any adverse benefit determination, you will be provided with an explanation of the basis for disagreeing or not following the views of: (1) health care professionals who have treated you or vocational professionals who have evaluated you; (2) the advice of medical or vocational professionals obtained on behalf of the plan; and (3) any disability determination made by the Social Security Administration regarding you and presented to the plan by you.

For any adverse benefit determination, you will be given either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making that decision, or a statement that such rules, etc. do not exist.

Prior to a final decision being made on an appeal, you will have the opportunity to review and respond to any new or additional rationale or evidence considered, relied upon, or generated by the plan in connection with your claim.

If an adverse benefit determination is upheld on appeal, you will be given notice of any applicable contractual limitations period that applies to your right to bring legal proceedings and the calendar date on which that period expires.

Should the plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under section 502(a) of the Act without exhausting your administrative remedies, as more completely set forth in section 503-1(l).

# Plan Provisions

## **Governing Law:**

The Plan is established in the State of Missouri and shall generally be governed under the Employee Retirement Income Security Act of 1974, as amended (ERISA). To the extent ERISA or any other federal law does not apply, any questions arising under the Plan shall be determined under the laws of the State of Missouri.

## **Interpretation:**

The Committee has full authority and discretion to construe the terms of the Plan and this Summary Plan Description and to determine all questions that arise under it. This includes but is not limited to administrative discretion necessary to determine whether an individual meets the written eligibility requirements for these short-term disability benefits, or to interpret any other term contained in the Plan document or this Summary Plan Description. The Committee's interpretations and determinations are final and binding for all eligible employees. The Committee has delegated this authority to Unum, the claims administrator, for all short term disability benefits.

## **Facility of Payment:**

If, in Unum's opinion, you are incapable of receiving any payment to which you are entitled under this Summary Plan Description, and if no guardian has been appointed for you, we may make the payment to the person or persons who, in our opinion, have assumed the obligations of caring for you.

# ERISA

This Summary Plan Description and the Plan constitute the Plan's available short-term disability benefits. Benefit determinations are controlled exclusively by the Plan and the information contained in this document.

**Name of Plan:**

Paul Mueller Company Consolidated Health and Welfare Plan

**Name and Address of Employer:**

Paul Mueller Company  
1600 W. Phelps Street  
Springfield, MO. 65802

**Plan Identification Number:**

- a. Employer IRS Identification #: 44-0520907
- b. Plan #: 507

**Type of Welfare Benefits covered by this Summary Plan Description:**

Short Term Disability

**Type of Administration:**

The Plan is administered by the Committee. Short-term disability benefits under the Plan are administered by Unum as the claims administrator.

**Plan Year Ends:**

December 31

**Plan Administrator Name, Address, and Telephone Number:**

Paul Mueller Company Benefits Committee  
1600 W. Phelps Streets  
Springfield, Mo. 65802  
417-575-9000

The Committee is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties including its fiduciary duties.

**Agent for Service of Legal Process on the Plan:**

Service of legal process may be made upon the Committee.

**Funding and Contributions:**

The short-term disability benefits provided under the Plan are self-funded by the Company from general Company assets that remain subject to the rights of general creditors.

## **THE COMPANY'S RIGHT TO AMEND THE PLAN**

We reserve the right, in our sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan and this Summary Plan Description (including any related documents), at any time and for any reason or no reason.

If we cancel the Plan or the short-term disability benefits described in this Summary Plan Description, coverage will end at 12:00 midnight at our primary business location on the last day of the Plan or these short-term disability benefits. If the Plan or these short-term disability benefits are canceled, the cancellation will not affect a Payable Claim.

## **YOUR RIGHTS UNDER ERISA:**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

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 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.



## Enforce Your Rights

If your claim for a benefit is denied or ignored, 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 the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30-days, you may file suit in a federal court. In such a case, the court may require the 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 Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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, if, for example, it finds your claim is frivolous.

## Assistance with Your Questions

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

## **DISCRETIONARY ACTS:**

In exercising its discretionary powers under the Plan, the Committee, as the Plan Administrator, will have the broadest discretion permissible under ERISA and any other applicable laws, and its decisions will constitute final review by the Plan of your claim by the Plan. Benefits under the Plan will be paid only if the Committee decides at its discretion that the applicant is entitled to them. The Committee also has discretion to determine eligibility for benefits and to interpret the terms and conditions of the Plan. The Committee has delegated these discretionary powers for the Plan's short-term disability benefits to Unum as the claims administrator.

# Definitions

**Active Employment** means you are working for us for earnings that are paid regularly and that you are performing the Material and Substantial Duties of your Regular Occupation. You must be working at least the minimum number of hours as described in the Benefits at a Glance section.

Your work site must be:

- our usual place of business;
- an alternative work site at the direction of us, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Part-time, temporary and seasonal workers are excluded from coverage.

**Deductible Sources of Income** means income from deductible sources listed in the Plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your Gross Disability Payment.

**Disability** means that, because of Injury or Illness, you are unable to perform the substantial and material duties of your regular occupation; under the regular care of a licensed physician; and not gainfully employed in any occupation. The loss of a professional or occupational license, including a driver's license, for any reason shall not, by itself, constitute a qualifying Disability.

**Disability Earnings** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your Maximum Capacity.

**Benefit Waiting Period** means a period of continuous disability which must be satisfied before you are eligible to receive benefits.

**Employee** means a person who is in active employment in the United States with us.

**Governmental Retirement System** means a plan which is part of any federal state, county, municipal or association retirement system, including but not limited to, a state teacher's retirement system, public employee's retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.

**Gross Disability Payment** means the benefit amount before we subtract Deductible Sources of Income and Disability Earnings.

**Illness** means a sickness or disease.

**Injury** means a bodily injury that is the result of an accident and not related to any other cause. Injury which occurs before you are covered under the Plan's short term disability benefits will be treated as an Illness.

**Intoxication** means a substantially impaired mental or physical capacity resulting from the introduction of a substance into the body.

**Law, Plan, or Act** means the original enactments of any law, Plan or act and all amendments.

**Layoff or Leave of Absence** means you are temporarily absent from Active Employment for a period of time that has been agreed to in advance in writing by us. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**Material and Substantial Duties** means duties that:

- are normally required for the performance of your Regular Occupation; and
- cannot be reasonably omitted or modified.

**Maximum Capacity** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your Regular Occupation, that is reasonably available.

**Occupational Injury or Illness** means an Injury or Illness that was caused by or aggravated by any employment for pay or profit.

**Payable Claim** means a claim for which we are liable under the terms of the Plan.

**Physician** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, or your spouse, children, parents or siblings as a Physician for a claim that you send to them.

**Plan** means the short term disability benefits provided under the Paul Mueller Company Consolidated Health and Welfare Plan.

**Plan Sponsor** means the Company.

**Regular Occupation** means the occupation you are routinely performing when your disability begins. Unum will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**Service Provider** means Unum Life Insurance Company of America 2211 Congress Street, Portland, Maine 04122, Telephone Number (800)868-6843 or, if also self-insuring New York DBL Benefits, the Service Provider is First Unum Life Insurance Company, 666 Third Avenue, Suite 301, New York, New York 10017, Telephone Number (800)868-6843.

**Required Eligibility Waiting Period** means the continuous period of time (shown in the Summary of Benefits) that you must be in Active Employment in an eligible group before you are eligible for coverage under the Plan.

**We, Us,** and **Our** means the Company, as identified on the cover page.

**Weekly Benefit** means the total benefit amount an employee is eligible for under the Plan subject to the maximum benefit.

**Weekly Earnings** means your gross weekly income from your Employer as defined in the Plan.

**Weekly Payment** means your payment after any Deductible Sources of Income have been subtracted from your Gross Disability Payment.

**You** means a person who is eligible for short term disability benefits coverage under the Plan.