

PSSU HEALTH & WELFARE FUND

Employee Group Weekly Income Benefit Erie County Disability Schedule

CLASS	CLASS DEFINITION	INCOME BENEFIT
A	All Eligible	Payable at the end of each two-week period
Maximum Income Benefit:		May not exceed 66 2/3 % of weekly earnings
Maximum Benefit:		\$400 weekly
Benefit Waiting Period:		15 days Accidental / 15 days Sickness
Maximum Benefit Period:		180 Days

Benefits cease at retirement.

Special Information

Effective Date of the Weekly Income Disability Plan Oct. 1, 1989

Employee Eligibility

You may enroll for coverage:

- a) if you are an Eligible Employee;
- b) If you work 20 or more hours each week; and
- c) on the first of the Policy Month and you have completed 30 days of service with your Employer after the Effective Date.

Definition of Earnings

Earnings are regular salary received from your Employer excluding overtime, commission and bonus payments.

Changes in Amount of Insurance

If there is a change in occupation or earnings which affects the Benefit Schedule any change in the Plan will take place immediately unless you are absent from work.

If you are absent from work, any increase in the plan will take effect on the day you return to being Actively at Work.

Actively at Work means:

- a) being present:
 - i) at the normal place of business of the Employer;
 - ii) or at such other place of business to which the Employer requires you to travel; and
- b) performing all your duties for the usual number of hours and rate of pay.

GENERAL PROVISIONS WEEKLY INCOME BENEFIT

Eligible Employee

To be an Eligible Employee you must:

- a) be employed on full-time staff at the regular rate of pay;
- b) be Actively at Work at your Employer's usual place of business;
- c) be a resident of the United States or Canada;

- d) be a member of a class of Employees shown on the Insurance Schedule; and
- e) be a member of a bargaining unit for whom contributions are made to the SEIU Local 668 Health and Welfare Fund.

Effective Date of Insurance

Your Weekly Income Benefit takes effect on the day you are eligible to join the Plan as stated on the Special Information page.

If you are absent from work on the day you would normally become eligible for the Weekly Income Benefit, then you will become eligible on the day you return to being Actively at Work.

Evidence of Insurability

Amounts of disability benefits may be subject to Evidence of Insurability. These amounts will take effect on the later of the date you become eligible for the benefit or the date the evidence is approved by the Trustees of the Health and Welfare Fund.

GENERAL PROVISIONS

Termination of Weekly Income Benefit

Your benefit ceases on the earliest of the date on which:

- a) you terminate employment or cease to be Actively at Work;
- b) contributions made by the Employer for you cease, unless contributions are being waived.
- c) you cease to be an Eligible Employee;
- d) the benefit schedule provides for termination;
- e) the Trustees of the Fund decide to eliminate the benefit.

Your benefit may continue during a temporary lay-off, strike, vacation or leave of absence, or when you are not able to work due to Sickness or injury.

Effect of Termination of Weekly Income Benefit Plan

An Income Benefit will be paid, subject to the provisions of the Plan, after the date the Plan cancels if:

- a) you became Totally Disabled prior to the date the Plan is cancelled; and
- b) notice and proof of the Total Disability are received by the Plan within 90 days of the date the plan is cancelled.

Definition of Total Disability

- a) Total Disability and Totally Disabled means your complete inability to perform all the material and substantial duties of your own job in a usual and customary manner, due to injury or Sickness which requires regular care and attendance of a Physician.

If a particular occupation requires any form of licensing the inability to secure or continue to qualify for such license will not in itself constitute Total Disability.

- b) Injury means any accidental bodily injury which results in a Total Disability:
 - i) independently of all other causes; and
 - ii) which occurs within 90 days of the date of the accident.
- c) Sickness means:
 - i) an organic disease;
 - ii) injury resulting in Total Disability more than 90 days after the date of the accident;
 - iii) pregnancy and its complications;
 - iv) alcoholism or drug addiction;
 - v) mental illness as defined.
- d) Mental illness means mental, nervous or emotional diseases or disorders of any type which requires regular care and attendance of a Psychiatrist.

Payment of Income Benefit

You will be paid an Income Benefit as shown in the Plan Schedule subject to provisions set out in the Plan, if:

- a) you are Totally Disabled; and
- b) you were Totally Disabled for the full Benefit Waiting Period.

Income Benefits cease on the earliest of the date:

- a) you cease to be Totally Disabled;
- b) you work in any occupation for wages or profit;
- c) you fail to take a required medical examination;
- d) you fail to submit any required proof of Total Disability;
- e) you reach the age limit shown on the Plan Schedule.

Benefit Waiting Period

This is the number of days in a row from the date a period of Total Disability begins to the date the Income Benefit is first payable.

Risks Not Covered

No Income Benefit will be paid under this Plan if your Total Disability results from:

- a) self-inflicted injury while sane or insane;
- b) war, whether declared or not, or any related act;

- c) participation in a riot or civil commotion;
- d) committing or attempting to commit a felony or assault of engaging in an illegal occupation;
- e) medical or surgical care which is cosmetic in nature unless required to restore tissue damaged by disease or accidental bodily injury;
- f) an Injury or Sickness covered by Worker's Compensation Law or similar law.

Non-Duplication of Income Benefit

If the Income Benefit determined from the Plan Schedule, together with any of the following amounts to which you become entitled while Totally Disabled or at retirement, exceeds 70% of your Pre-Disability Earnings from the Employer; then the Income Benefit payable under this Plan shall be reduced so that the sum of all benefits does not exceed 70% of Weekly Earnings:

- a) Any pay from gainful employment.
- b) Any amount received as a salary continuation plan, or a severance allowance, from your Employer.
- c) Any benefits paid under:
 - i) any type of retirement plan;
 - ii) any other disability insurance plan; and
 - iii) any franchise of wholesale insurance plan; for which your Employer has paid all or part of the cost.
- d) Any benefits for which you and your Dependents may, at any time, be reasonably considered to be entitled under:
 - i) any Worker's Compensation or similar law;
 - ii) the Federal Social Security Act;
 - iii) any other federal, state or provincial government benefit plans including:
 - a) Railroad Retirement Act; and
 - b) Veteran's Benefit Act;

whether or not you have applied for these benefits unless proof of ineligibility is provided to the Company. The Income Benefit will not be reduced by any cost-of-living increase or increase by law in these benefits from the later of the time:

 - i) you and your Dependents are first entitled to them; or
 - ii) the Income Benefit is first payable to you.
- e) Any benefits payable under:
 - i) any plans sponsored by an association or union of which the Employee is a member; and
 - ii) the Motor Vehicle Financial Responsibility Law, and
 - iii) the Catastrophic Loss Trust Fund.

Lump Sum Payment

If any of the above amounts are paid as a lump sum settlement, the Plan:

- i) will divide the single sum as if you had received the benefit on a periodic basis to calculate the Income Benefit payable; and
- ii) may make a retroactive adjustment beginning the date you first became eligible for an Income Benefit.

Recovery of Overpayment of Income Benefit

The Plan has the right to recover any overpayment of Income Benefit resulting from:

- a) a clerical error;
- b) a misstatement of fact; or

- c) receipt by you at any time of an amount which would reduce the Income Benefit payable under this Plan.

Recurrent Total Disability

- a) If a period of Total Disability terminates for any reason and you:
 - i) return to being Actively at Work for a period of two weeks or less; and
 - ii) become Totally Disabled within the two-week period from the same or related cause; and
 - iii) have continued to be insured without interruption from the date the prior period of Total Disability terminated;

the later period of Total Disability is deemed to be a continuation of the prior Total Disability. The amount of the Income Benefit will be the same amount that was paid for the previous Total Disability.

- b) If you become Totally Disabled from a subsequent Total Disability:
 - i) which results from an unrelated cause or causes; and
 - ii) you have returned to being Actively at Work full-time between the Total Disabilities;

the subsequent Total Disability shall be treated as a new period of Total Disability.

- c) If you become Totally Disabled from a subsequent Total Disability:
 - i) which results from an unrelated cause or causes; and
 - ii) you did not return to full-time work between the Total Disabilities;

no Income Benefit will be payable for the subsequent Total Disability.

Claims Procedure

Written notice of claim must be received by the Plan at the Health and Welfare Fund Office not later than 30 days from the date of injury or the beginning of Total Disability due to Sickness.

Written proof of a claim must be filed with the Plan within 90 days after the Benefit Waiting Period.

Your Health and Welfare Fund will provide you with the required forms and instructions.