



Short Term Disability Benefit Summary

2019

Key Points

INTRODUCTION

The Company provides short-term income protection for accident, injury, or illness-related absences. This is an employer-paid benefit. There is no cost to eligible employees.

ELIGIBILITY REQUIREMENTS

All Full-Time and Part-Time employees working 30 hours or more per week are eligible for coverage. Temporary employees, seasonal employees, interns and employees in their eligibility waiting period are excluded from this benefit.

ELIGIBILITY WAITING PERIOD

If you are employed by the company on the plan effective date, you are eligible first of the month following 60 days of continuous employment.

EFFECTIVE DATE OF COVERAGE

Coverage will be in effect on your Eligibility Date, however if you are not actively at work due to injury or illness on the date your coverage takes effect, your coverage will not become effective until you are actively at work.

HOW TO APPLY

The Short-Term Disability policy is administered by the Benefits Service Center. Employees may apply for Short-Term Disability benefits by contacting the Benefits Service Center at 866-481-4922. The Benefits Service Center has discretionary authority to determine eligibility and benefits under the policy's terms.

SHORT-TERM DISABILITY COVERAGE

Elimination Period-applies to all employees (hourly, salaried exempt, salaried non-exempt & sales)

The period for which a benefit is payable will commence following:

- 0 calendar days for Accident/Injury
- 7 calendar days for Illness

During this Elimination Period, employees may use accrued PTO, if available.

Amount of Coverage

Eligible Employees:

Production Employees:

- 75% of Basic Weekly Earnings

Support Employees:

- 80% of Basic Weekly Earnings

Sales, Salaried and Executive Employees:

- 100% of Basic Monthly Earnings

Maximum Benefit Period

The period for which a benefit is payable, following completion of the Elimination Period, or any one Disability will end on the earliest of:

- a) the end of the Disability; or
- b) the end of the 90th day of Disability for which a benefit is payable.

The combined maximum period for which a benefit is payable for the same Disability will never extend beyond 90 days within a rolling 12-month period. This 12-month period begins when the first Short-Term Disability period started.

During Lay-off

If an eligible employee is laid off due to lack of work, Short Term Disability benefits will cease. If the employee is reinstated as an eligible employee within six (6) months of the date of lay-off, Short-Term Disability benefits will be reinstated effective the reinstatement employment date.

Benefit Premiums while on Short-Term Disability

The company will provide coverage for medical, dental and vision benefits up to 90 days. If you have exhausted the 90-day Maximum Benefit Period and remain absent beyond such period, your medical, dental and vision benefits will terminate and you will be eligible for COBRA on the 91st day of absence.

The Company will provide coverage for any voluntary benefits you are enrolled in at the time of an approved leave for up to 12 months.

For more information, refer to www.mymohawkbenefits.com

DISABILITY BENEFIT

Disability Benefit is Payable

When the Benefits Service Center receives proof that you are disabled due to Injury or Illness and require the Regular Attendance of a Physician, Mohawk will pay you benefits after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if you give to the Benefits Service Center proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

A period of disability starts on the first day you are disabled as a direct result of a significant change in your physical or mental condition occurring while you are insured under this Plan. You must be under the regular care of a physician. (You will not be deemed to be under the regular care of a physician more than 31 days before the date he or she has seen and treated you in person for the illness or injury that caused the disability)

Certification paperwork is required for claims determinations and at the employee's expense.

You are not eligible for accrual of PTO, Bereavement and/or Jury Duty pay while you are receiving Short-Term Disability Benefits.

Benefit Period Less than a Week

For any period for which a Short-Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis.

Discontinuation of Short-Term Disability Benefit

Benefits will cease on the earliest of:

1. the date you fail to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date you fail to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;
3. the date you refuse to be examined or evaluated at reasonable intervals;
4. the date you refuse to receive Appropriate Available Treatment;
5. the date you refuse a job with Mohawk where workplace modifications or accommodations were made to allow you to perform the Essential Duties of the job;
6. the date you are able to work in your Own Occupation on a part-time basis, but choose not to;
7. the date your current Partial Disability earnings exceed 80% of your Basic Weekly Earnings;
8. the date you are no longer Disabled according to this plan;
9. the end of the Maximum Benefit Period;
10. the date employment is terminated; or
11. the date you become deceased.

Additional, Unrelated Injuries or Illnesses While Receiving the STD Benefit

If you have not returned to work after your initial injury or illness, any subsequent injuries or illnesses that take place while you are already receiving the STD benefits will be considered part of one disability period with a maximum of 90 days dating from the time of the initial injury or illness.

Disabled Again Due to an Illness Unrelated to the Previous Cause of your Disability

To qualify for the STD benefit on a second, unrelated illness, employees must work one regularly scheduled work week. The elimination period will start over on the second, unrelated illness.

Disabled Again Due to an Illness or Injury related to the Previous Cause of your Disability

With respect to this plan, "Successive Periods of Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which benefits were payable. A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, you:

1. return to your Own Occupation on an Active Employment basis for less than two continuous weeks; and
2. perform all the Essential duties of your Own Occupation.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If you return to your Own Occupation on an Active Employment basis for two continuous weeks or more, the Successive Period of Disability will be treated as a new period of Disability and you must complete another Elimination Period. The combined maximum period for which a benefit is payable for the same Disability will never extend beyond 90 days within a rolling 12 month period.

DISABILITY BENEFIT EXCLUSIONS

No benefit will be payable under the following conditions:

1. Any period of incarceration.
2. Suspension from your current occupation

Disabilities Not Covered

Benefits will not be payable for any:

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. disability caused or contributed to by war or act of war (declared or not);
3. disability resulting from your commission of, or attempting to commit, a criminal act;
4. disability resulting from driving an automobile while intoxicated ("Intoxicated" means: the blood alcohol level of the driver of the automobile meets or exceeds the level at which intoxication would be presumed under state law);
5. sickness or injury for which workers' compensation benefits are paid, or may be paid, if duly claimed;
6. injury sustained as a result of doing any work for pay or profit for another employer;
7. disability is due to insurrection, rebellion, or taking part in a riot or civil commotion;
8. disability is caused by elective and/or cosmetic surgery that is not medically necessary (the plan covers medically necessary cosmetic surgery);
9. suspension from your current occupation;

10. disability resulting from self-inflicted injuries.

MOHAWK'S RIGHTS OF RECOVERY

Mohawk has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud; or
2. any error made by Mohawk in processing a claim.

It is required that full reimbursement is made to Mohawk.

DISABILITY BENEFIT AND WORKERS' COMPENSATION

This plan and the coverage provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

For more information, please contact the Benefits Service Center at 866.481.4922 or refer to www.mymohawkbenefits.com