

The Sherwin-Williams Company

Canada Short Term Disability Plan

January 1, 2022

## Introduction

The Sherwin-Williams Company Canada (the “Company”) provides a Short Term Disability Plan (the “Plan”) to eligible employees in Canada for a non-occupational illness or injury that prevents them from working in their own occupation or available modified work. The conditions of eligibility and the other conditions that apply to this benefit are set out in this policy. The Plan is a self-insured welfare benefit plan. All Plan benefits are administered and managed by the Plan’s third party Claims Administrator. The Claims Administrator will assist in assessing and processing claims, and with recovery and return to work.

## Eligibility and Participation

You are eligible to participate in the Plan if you:

- are a regular, full-time employee of the Company;
- are a resident of Canada;
- have completed at least ninety (90) days of active, continuous full-time employment;
- are *not* covered by a collective bargaining agreement; and
- are *not* considered a temporary employee, seasonal employee, or independent contractor.

### *Full-Time Definition*

Full-time as used in this Plan means that you are regularly scheduled to work 35 hours or more per week, or that you are otherwise formally classified as full-time based on your Division, department, or Province. Part-time employees are not eligible to participate in the Plan.

### *Leave During First 90 Days*

If you have an unpaid leave of absence of thirty (30) calendar days or more during your first ninety (90) days of employment, your eligibility to participate in the Plan will be delayed by the number of calendar days you were out on unpaid absence.

### *Rehires*

If your employment terminates for any reason and you are later rehired, upon rehire you will be treated as a new employee for purposes of the Plan, and following your rehire you will be required to meet all applicable eligibility requirements, including completing the ninety (90) day continuous full-time employment period following your rehire.

### *Transfers*

If you transfer from part-time to full-time status, you must complete at least ninety (90) days of continuous full-time employment and satisfy the above eligibility requirements to become eligible to participate in the Plan. If you transfer from full-time to part-time status, you will no longer be eligible to participate in the Plan effective as of the date of transfer to part-time status. In the event an employee who transfers to part time status has become disabled prior to the date of transfer to part-time status, their right to disability benefits under the plan will be determined based on their eligibility as of the date of disability.

## Waiting Period

The Plan begins to pay benefits if you are unable to work due to a continuing Disability (as defined in the Definition of Disability section of this Plan), after a seven calendar day waiting period (the “Waiting Period”), unless the Disability is due to your in-patient hospitalization. This means that, for the Plan to pay benefits, you must be unable to work for more than seven consecutive calendar days due to the Disability. If you are hospitalized as an in-patient, the above Waiting Period does not apply.

The Waiting Period begins on the date of your first full day of absence from work due to the Disability, so if you leave work during a workday after starting a shift, the waiting period will begin the following day. The Plan will not pay benefits during the Waiting Period; however, you may be able to, or in some cases you may be required to, use other paid leave available to you during this period according to the policies and procedures applying to that leave. Please consult the Company’s leave of absence policy for situations where you may be required to use paid leave.

## Length and Amount of Benefits

After the Waiting Period, the Plan will continue a percentage of your regular base pay (see below for what is included in regular base pay) based on your years of service with the Company and the schedule below, for up to twenty-five (25) weeks if you continue to be unable to work due to the continuing Disability.

Maximum Benefit Amount	
Full Pay (100%)	Partial Pay (70%)
8 weeks	17 weeks

**Special note for employees with nine (9) or more years of service on January 1, 2022:** The above benefit does not increase with additional years of service. However, employees with nine (9) or more years of service as of January 1, 2022 will receive additional benefits under the Plan due to their length of service on that date. Employees with nine (9) or more years of service as of January 1, 2022 should consult the Appendix – Additional Benefits for Long-Service Employees (last page of this document) for their benefit schedule.

## Regular Base Pay – Amount of Benefit

The benefit amounts paid under the Plan are calculated as a percentage of your regular base pay and are paid according to your regular payroll cycle. The Plan pays for partial pay periods of Disability on a pro-rata basis based on the number of days of that pay period that you were Disabled. Your regular base pay means your wages and compensation before any payroll deductions, salary reduction contributions or other pre-tax contributions are deducted from your pay, based on your regular work schedule. This does not include any overtime, bonus, incentive pay or additional types of compensation, except scheduled overtime, if any.

### *When Benefits End*

Your benefits under the Plan end on the earliest of the following:

- You are no longer Disabled, as determined by the Claims Administrator;
- You have received the maximum benefit under the Plan for the Disability;
- You return to active service with the Company;
- Your employment with the Company is terminated for any reason, including retirement, other than for illness or injury where notice of separation was given before the onset of the illness or the occurrence of the injury;
- Your death;
- The Plan is terminated or amended to eliminate benefits by the Company; or
- You are otherwise no longer an eligible participant in the Plan.

## Definition of Disability

You have a “Disability” or are “Disabled” when the Claims Administrator determines that you are:

- continuously unable to perform the material duties of your regular occupation or any available modified duties within your capabilities, including in a different department or location, with the Company due to your non-occupational illness, disease or injury, including mental illness;
- under the care of a licensed Canadian physician (or other licensed healthcare provider as approved under the procedures of the Claims Administrator) and compliant with the treatment recommendations; and
- have provided sufficient objective medical information and otherwise satisfied the Plan’s administrative requirements.

The availability of work or transportation to the workplace will not be considered by the Claims Administrator in assessing an employee’s disability. An employee who must hold a government permit or license to perform his duties will not be considered Disabled solely because such permit or license has been withdrawn or not renewed.

## Benefit Limitations

### *Exclusions*

No benefits will be paid under the Plan for any of the following circumstances:

- You do not provide proof of a claim within the required period;
- You refuse to follow an active treatment program or to participate in a job assessment, a rehabilitation program, or a return to work meeting or program;
- You become totally disabled during an approved leave of absence or layoff;
- You become disabled prior to being eligible for the Plan under this policy;
- You are outside of Canada for any reason (this limitation to payment would not apply in any situation where sickness benefits would be payable under the Employment Insurance Act);
- Your disability results from intentionally self-inflicted illness or injury;
- Disability resulting from acts of war, declared or undeclared;

- Your disability results from any occupational illness or injury, including one obtained through outside employment, contracting, or self-employment;
- Disability resulting from the committing of or the attempt to commit any criminal offence;
- You are on a temporary layoff. However, if you become totally disabled before the date you receive a notice of separation, you will be eligible for benefits while you are Disabled, but not beyond recovery or the end of the maximum benefit period. If you become Disabled after the notice of separation was issued, but before the commencement of the layoff, you may be eligible for benefits, but not beyond the date of the layoff. If you become Disabled during the layoff period, you are not eligible for benefits;
- Time off taken for cosmetic surgery and recovery from cosmetic surgery; for the avoidance of doubt, benefits are payable if the Disability is (a) caused by your donation of an organ in a non-experimental organ transplant procedure or (b) due to any procedure that would be covered under the Company's then current active employee medical coverage, regardless of whether you have enrolled in such medical coverage; or
- Any Disability during which you are not under the regular care of a physician or surgeon (or other licensed healthcare provider as approved under the procedures of the Claims Administrator) who is duly licensed to practice medicine in Canada.

### *Recurring Disabilities*

If you return to work after receiving benefits under the Plan and then become Disabled again from the same or a related cause within thirty (30) days of returning to work, this second Disability period will be considered a continuation of your first Disability period. In addition, each subsequent absence due to the same or a related Disability resets the thirty (30) day period. This means that your intermittent absences will remain covered under the Plan as long as each absence occurs within thirty (30) days of a previously covered absence and is due to the same or a related Disability. However, if your Disability recurs more than thirty (30) days after you return to work or if you become Disabled from an unrelated cause or otherwise distinct Disability, you must again qualify for benefits under the Plan.

### *Physical Exams*

The Company, including your specific division or site, and the Claims Administrator have the right to require that, during your period of Disability, you must submit to a physical exam performed by a physician of the Company's or Claim Administrator's choice, at the Company's expense. If the physician selected by the Company or Claims Administrator determines that you are no longer Disabled, as defined by the Plan, your benefits under the Plan will stop. If you refuse to be examined by the physician chosen by the Company or Claims Administrator, your benefits under the Plan will stop.

### *Additional Employment*

If you are receiving benefits under the Plan and you are gainfully-employed by another employer, or you are working as a self-employed individual, an independent contractor or a consultant during your period of Disability, your benefits under the Plan will stop. In addition, you are not eligible to file for Disability benefits under the Plan for a Disability caused by your additional employment occupation.

### *Workers' Compensation*

The Plan does not provide benefits for any Disability for which you are entitled to benefits under any Workers' Compensation program or similar law. This exclusion applies regardless of whether your Disability was a result of your employment with the Company, another employer, or self-employment.

### *Offsets, Reductions and Excess Benefit Recovery*

All benefits under the Plan are subject to offset and reduction against any other types of disability or employment insurance income that you are eligible to receive, subject to any legal limits on the offset availability or percentage. If the Company and/or Claims Administrator determine that you were paid excess benefits under the Plan, the Plan has the right to use all reasonable methods to recover the excess benefit amounts owed to the Plan.

## Filing an Application for Short-Term Disability Benefits

To request Plan benefits, you should contact the Claims Administrator to begin the Disability claim process. Please note that in addition to contacting the Claims Administrator, you must continue to follow your department or Division call-in or other absence notification procedures, including any required call-ins or notifications to your site or manager. You must follow the administrative procedures required by the Claims Administrator and the Company in order to receive benefits under the Plan.

## Rehabilitation/Return to Work

If you have been absent from work due to a Disability you may be required to present documentation as specified by the Claims Administrator to show that you are able to return to work or follow other return to work procedures. Administered through the Claims Administrator, the Company may, at any time, require the employee to participate in a rehabilitation/return to work program that is deemed medically appropriate for the employee's circumstances. If an employee refuses to participate in such a program the employee may not continue receiving benefits under the Plan. Refusal to participate in such a program may also impact the employee's employment status. Any rehabilitation employment or temporary return to work will not extend the maximum benefit period.

## Appeals

If a claim is declined, the employee will be provided an opportunity to appeal the decision with written intention to appeal to the Claims Administrator within 7 calendar days of notification and the provision of new and un-reviewed medical information within 14 calendar days of notification. The decisions of the Claims Administrator shall be final and determinative, unless and until further medical evidence is provided.

## Continuation of Pension and Other Benefits

All benefits and pension plan contributions to which an employee is entitled will remain in force at the level in effect before payments under the Plan began. Any required contributions will continue to be deducted from the payments payable to the employee.

## Taxation of Benefits

Payments under the Plan are fully taxable for employees and will be subject to regular income tax and other statutory withholdings.

## Expenses

Expenses incurred by an employee in connection with substantiating a claim for benefits (such as a doctor's charges for completing forms, additional information required by the Claims Administrator, travel expenses, etc.) are the responsibility of the employee unless legislation states otherwise.

## Reservation of Rights

The Company reserves the right, in its sole and unfettered discretion, to amend, modify or terminate the Plan, including to change the eligibility for benefits or to adjust the level or duration of benefits under the Plan, at any time, with immediate effect, with or without prior notification.

## Appendix – Additional Benefits for Long Service Employees

If you have more nine (9) or more years of service under the Plan as of January 1, 2022 you will receive benefits according to the below schedule under the Plan.

**You will not receive any additional benefits for additional years of service earned after January 1, 2022. Your maximum benefit in the below chart on January 1, 2022 is your maximum benefit under the Plan for all future years.**

Your years of service are determined by your adjusted service date as of January 1, 2022 as reflected in the Company's HR information systems of record.

Employee's Years of Service as of January 1, 2022	Maximum Benefit Amount	
	Full Pay (100%)	Partial Pay (70%)
Less than 9 years	This appendix and chart does not apply.	
9 years but less than 10	10 weeks	15 weeks
10 years but less than 20	13 weeks	12 weeks
20 years but less than 25	20 weeks	5 weeks
25 years or more	25 weeks	0 weeks

### Rehire for Long-Service Employees

Employees whose benefits are greater under this Appendix because they have nine (9) or more years of service as of January 1, 2022 **will be treated as new hires if they terminate employment for any reason. This means that any employee who terminates employment and is rehired will be treated as a new hire and eligible only for the new hire maximum benefit under the Plan, not the additional benefits in this Appendix.**