



## 2024 Disability Plan Summary Plan Description





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## Administrative SPD

The Disability Plan benefits described in this Summary Plan Description (SPD) are offered under the Bimbo Bakeries USA Health & Welfare Plan. The Plan provides benefits in accordance with applicable federal laws. Additional information, including administrative and legal information about the Disability Plan, is described separately in the Administrative SPD. This SPD and the Administrative SPD should be read together.

*This SPD outlines provisions of the Company Disability Plan as of January 1, 2024. If there is any discrepancy between the provisions in this SPD and the LTD insurance certificate provided by the Life Insurance Company of North America, the provisions of the insurance certificate shall prevail. The Company reserves the right to change, amend, suspend, or terminate any, or all, of the benefits under this Plan, in whole or in part, at any time and for any reason at its sole discretion. Note that by adopting and maintaining these benefits, the Company has not entered into an employment contract with any associate. Nothing in the legal plan documents or in the SPDs gives any associate the right to be employed by the Company or to interfere with the Company's right to discharge any associate at any time.*

# Introduction

The Bimbo Bakeries USA (BBU) and Bimbo QSR (the “Company”) Disability Plan (Plan) provides a level of income for you and your family if you are unable to work because of a non-work-related injury or illness. Short-term disability (STD) pays benefits if you cannot work for up to a designated period of time, and then, if you continue to be unable to work after STD benefit payments end, you may be eligible to receive long-term disability (LTD) benefits. The Disability Plan is administered by New York Life. Please refer to the Administrative Summary Plan Description (SPD) for information on eligibility, cost of coverage, and claim filing and appeals for the Disability Plans.

The Company automatically provides STD and LTD coverage. Salaried associates may also purchase Buy-Up LTD coverage.

## Overview

### Family and Medical Leave

The Company will continue to provide STD and LTD coverage (except Buy-Up LTD coverage) while you are on unpaid leave that meets the requirements of the Family and Medical Leave Act of 1993 (FMLA). If you are a salaried associate enrolled in Buy-Up LTD coverage, you may continue this coverage by paying the premiums.

**Note:** FMLA runs concurrently with STD benefits. Both STD and FMLA are administered by New York Life. When you contact New York Life, a representative will be able to discuss what you are eligible for and how to access both benefits. Please contact **myNYLgbs.com** to register and file for FMLA or STD, or for more information.

### When Coverage Ends

Coverage under the Plan ends on the earliest of the date:

- You no longer meet the eligibility requirements (including retirement or termination of employment)
- The Company discontinues the Plan
- Any required premiums are not paid
- You discontinue Buy-Up LTD coverage (as a salaried associate)
- You die
- You become eligible for coverage under another Company disability plan designed to replace this Plan

### Benefit Coverage While Receiving Disability Benefits

Your other Company benefits coverage may continue while you are receiving STD benefit payments. Please contact the BBU Benefits Center at **1-888-60-myBBU** (1-888-696-9228) for specific information about continuation provisions and contributions that apply. If you are receiving STD benefit payments, all benefits continue with the Company paying the same portion of the cost it normally pays. You will be responsible for paying your portion of the cost for benefits.



# Short-Term Disability (STD) Benefits

The amount of STD benefit payments you may receive is based on whether you are a non-union hourly associate or a salaried associate.

Associate Status	Amount of Benefit Payments	When Benefit Payments Begin	Duration of Benefit Payments
Non-Union Hourly	60% of weekly base pay, up to a maximum of \$1,500 a week	First day of a non-work related accident or injury, or the eighth day of an illness	180 days
Salaried	100% of weekly base pay	First day of non-work related injury or illness	90 days

You automatically have Company--paid STD coverage; you do not need to enroll for this benefit. Because the Company pays the full cost of STD coverage, all benefit payments will be taxed as regular income. If you are a salaried associate, the Company will withhold taxes and deductions for other associate benefits from STD benefit payments. If you are a non-union hourly associate, you will receive STD payments directly from NY Life and you will be direct billed monthly for your benefit premiums starting with the first day of the month following your last day worked.

To receive STD benefit payments, you are considered disabled if, as the result of your non-work-related injury or illness, you are unable to perform the material duties of your regular job. STD benefits may be offset by any monies owed to the Company and/or by any state mandated benefits, Social Security disability or retirement benefits, and no-fault auto insurance payments. However, the Disability Plan does not subrogate STD payments.

To apply for STD benefit payments, contact New York Life at **1-888-647-6467**. You must also notify your supervisor and Human Relations Manager.

If your disability claim is approved, benefits will be paid as long as you continue to meet the definition of disability or until you have received benefits for the maximum period, whichever comes first.

## If You Return to Work and Become Disabled Again

If you return to work and become disabled within 14 days as a result of the same injury or illness, your STD benefit payments will begin again automatically and will be considered an extension of the first disability period for determining how long STD benefits will be paid.

If you return to work and become disabled within 14 days as a result of an unrelated injury or illness, you will be considered as starting a new disability period for determining how long STD benefits will be paid.

## When STD Benefit Payments End

Your STD benefit payments end on the earliest of the date:

- You are no longer considered disabled
- The maximum benefit period ends
- You earn, from any job, more than 80% of your pre-disability earnings
- You are no longer receiving appropriate care
- You fail to submit proof of continuing disability
- You die

## What is Not Covered

Benefits will not be paid for any disability that is the result of:

- Suicide, attempted suicide, or self-inflicted injury while sane or insane
- War or any act of war, whether or not declared
- Active participation in a riot
- Commission of a felony
- The revocation, restriction, or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to injury or illness otherwise covered by the Plan
- Any cosmetic surgery or surgical procedure that is not medically necessary (prescribed by a physician as required treatment of the injury or illness and appropriate according to conventional medical practice for the injury or illness)
- An injury or illness for which you are entitled to benefits from Workers' Compensation or occupational disease law
- An injury or illness that is work related

In addition, no benefits will be paid for any period of disability during which you are incarcerated in a penal or corrections institution.

# State-Mandated Disability Benefits

The following states/territories require State-Mandated Short-Term Disability (STD) Insurance be provided: California, Colorado (effective January 1, 2024), Connecticut, Hawaii, Massachusetts, New Jersey, New York, Oregon, Puerto Rico, Rhode Island, Washington, and Washington DC. If you work in a state that mandates short-term disability benefits, your coverage will be automatic. You do not have to enroll for coverage.

All states with mandatory programs require that you satisfy a waiting period before disability benefits begin. The waiting period varies by state as follows:

Waiting Period
None
<ul style="list-style-type: none"><li>Colorado</li><li>Connecticut</li><li>Oregon</li></ul>
Seven days
<ul style="list-style-type: none"><li>California</li><li>Hawaii</li><li>Massachusetts</li><li>New Jersey (payment is made for this period retroactively if benefits are paid for 21 days after the waiting period)</li><li>New York</li><li>Puerto Rico (first day if hospitalized)</li><li>Rhode Island (seven days paid from day one after waiting period is met)</li><li>Washington</li></ul>
One week
<ul style="list-style-type: none"><li>Washington, D.C.</li></ul>

The duration of benefit payments also varies by state. In general, State-Mandated Short-Term Disability Insurance payments are payable for a maximum of 26 weeks per disability within a 52-week period. However, some states pay benefits for a different length of time:

- California:** up to 52 weeks
- Colorado:** up to 12 weeks (16 weeks for individuals with serious health conditions caused by pregnancy complications or childbirth complications)
- Connecticut:** up to 12 weeks combined for family, medical, or military leave and an additional two weeks for a serious health condition during pregnancy
- Massachusetts:** up to 20 weeks
- Rhode Island:** up to 30 weeks
- Oregon:** up to 12 weeks
- Washington:** up to 12 weeks
- Washington, D.C.:** up to six weeks

# Long-Term Disability (LTD) Benefits

**If you are a non-union hourly associate,** you automatically have Company-paid LTD coverage. You do not need to enroll for this coverage. You are eligible for coverage as of the first day of the month following or coinciding with the completion of 60 days of work from your date of hire. Because the Company pays the full cost of coverage, your LTD benefit payments will be taxed as regular income.

**If you are a salaried associate,** you automatically have Company-paid Basic LTD coverage. You do not need to enroll for this coverage. You are eligible for coverage as of the first day of the month following or coinciding with your date of hire.

Salaried associates may enroll for “Buy-Up” LTD coverage to provide a higher level of coverage for you and your family. If you do not enroll in coverage within 31 days of becoming eligible for coverage, you must provide proof of your good health — that is, evidence of insurability — before coverage can begin.

Because the Company pays the full cost of Basic LTD coverage, these benefit payments will be taxed as regular income. However, since salaried associates pay for additional coverage on an after-tax basis, and any additional benefit payments from LTD Buy-Up will **not** be taxed.

## How Are Disability Benefit Payments Determined?

Disability benefit payments are a percentage of your pay as of the date before the disability began.

If You Are A...	Your Pay Used to Determine Benefits Is...
Non-Union Hourly Associate	Your wage in effect just before the date your disability begins. It does not include bonuses, commissions, overtime, or other extra compensation.
Salaried Associate	Your wage in effect just before the date your disability begins. It includes bonuses, but not commissions, overtime pay or other extra compensation.

LTD benefits are paid if you continue to be disabled when the period of STD benefit payments ends. You do not need to file a new claim for LTD benefits; your benefits will automatically transition. New York Life will contact you for any updates that may be needed.

The amount of LTD benefit payments you may receive is based on whether you are a non-union hourly associate or a salaried associate.

**Note:** If you applied for, and were denied STD benefits due to a work-related condition, you may apply directly to NY Life for LTD benefits if you continue to be disabled beyond 180 days.

Associate Status	Amount of Benefit Payments	When Benefit Payments Begin
Non-Union Hourly	60% of base pay (\$100 per month minimum, \$10,000 per month maximum)	After receiving STD benefit payments for 180 days
Salaried	<p><b>Basic:</b> 60% of base pay (\$100 per month minimum, \$13,100 per month maximum)</p> <p><b>Buy-Up:</b> an additional benefit payment equal to 6 2/3% of your pay, for a total of benefit payment of 66 2/3% of your pay, up to a maximum of \$15,000 a month. This option also covers any Annual Bonus paid in the previous year (commissions and overtime excluded), meaning the LTD Buy-Up option would cover the entire previous year bonus at 66 2/3%.</p>	After receiving STD benefit payments for 90 days

## Receiving LTD Benefits

To receive LTD benefit payments, you are considered disabled if, because of your non-work-related injury or illness, you are unable to perform the material duties of your regular occupation and you are unable to earn at least 80% of your pre-disability earnings from working at your regular occupation.

If you are a salaried employee, after receiving 36 months\* of LTD benefit payments, you will continue to be considered disabled if you are unable to perform the material duties of any occupation for which you are, or may reasonably become, qualified based on your education, training, or experience, and you are unable to earn at least 60% of your pre-disability earnings.

*\*24 months for non-union hourly employees.*

You must also be under the regular care of a physician to be considered disabled.

### Pre-Existing Conditions

If you have a pre-existing condition (an injury or illness that was diagnosed, treated, or caused expenses to be incurred during the three-month period immediately preceding your initial eligibility) that causes a disability, LTD benefits will not be paid for disability as a result of that condition during the first 12 months of your initial eligibility.

## How Long LTD Benefits are Paid

The maximum payment period for LTD payments depends on your age when the disability begins. If you become totally disabled before you reach age 62, LTD benefits will be paid until the earlier of the following:

- The day you recover
- The day before your Social Security retirement age
- Your death

If you become totally disabled at age 62 or later, your LTD benefits will be paid as follows:

Your Age	Duration of Benefit Payments
62	Until you reach age 65 or you receive benefit payments for 42 months, whichever is later
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or older	12 months

## Return to Work Incentive

If you can work while you are disabled, your benefit payments will be recalculated as follows:

- **During your first 24 months of receiving LTD benefits**, your benefit payments will be reduced by the amount your combined disability earnings and LTD payments exceed your pre-disability earnings.
- **After receiving LTD benefits for 24 months**, your benefit payment will be reduced by 50% of your disability earnings. Please note that this example uses the LTD benefit payment of 60% of base pay and doesn't show any "Buy-Up" LTD benefits a salaried associate may purchase.

Example	
Your monthly pre-disability earnings	\$5,000
Your monthly LTD benefit (60% × \$5,000)	\$3,000
Your monthly earnings if you return to work while you are disabled	\$2,500
Combined LTD benefits and earnings while disabled (\$3,000 + \$2,500)	\$5,500
Reduction in LTD benefit payment during first 24 months of disability (\$5,500 - \$5,000)	\$500
Reduction in LTD benefit after 24 months of disability (\$3,000 – 50% × \$2,500)	\$1,750

Please note that your benefit will be further reduced by any other sources of disability income that you receive. See "Other Sources of Income" on **page 9** for more information.



## Rehabilitation Employment

If New York Life determines that you are a suitable candidate for rehabilitation, you may be required to participate in a rehabilitation assessment and plan. New York Life will work with you, your physician, and the Company to perform the assessment, develop a rehabilitation plan and discuss return to work opportunities. New York Life will pay for the cost of the assessment and developing the rehabilitation plan.

The rehabilitation plan may include payment of your medical, education, moving, accommodation or family care expenses while you participate in the rehabilitation program.

If you do not fully cooperate in all required phases of the rehabilitation assessment and plan without good cause, your LTD benefit payments will end.

## If You Return to Work and Become Disabled Again

If you become disabled again because of the same injury or illness within six months of returning to work, you will immediately become eligible for LTD benefit payments.

If you become disabled because of a different injury or illness, you must apply for and receive STD benefit payments before LTD benefit payments can begin, regardless of when you returned to work.

If you become disabled after returning to work for six months or more, you must apply for and receive STD benefit payments before LTD benefit payments can begin, regardless of the reason for the disability.

## Limited Benefit Periods for Mental or Nervous Disorders, Alcoholism or Substance Abuse

Benefits will be paid for a lifetime maximum of 24 months for disabilities caused by:

- Anxiety disorders
- Delusional (paranoid) disorders
- Depressive disorders
- Eating disorders
- Mental illness
- Somatoform disorders (psychosomatic illness)
- Alcoholism
- Drug addiction or abuse

If you are hospitalized for more than 14 consecutive days for the treatment of any of these conditions, the period of hospitalization will not be included in the 24-month maximum benefit payment period.

The Plan pays a survivor benefit if you die while receiving LTD benefits and before the end of the maximum benefit period. This benefit equals three times your monthly income benefit.

The benefit is paid to your lawful spouse. If you do not have a spouse, it will be paid in equal shares to your eligible children, if any. If you do not have a spouse or eligible children at the time of your death, you are not eligible for a survivor benefit. Please note that spouse refers to opposite-sex and same-sex spouses. An eligible child is your unmarried children, including stepchildren, under age 21 who are dependent on you for support and maintenance.

## When LTD Benefit Payments End

LTD benefit payments will end on the earliest of the date:

- Your earnings while disabled exceed the amount allowable under the Plan
- New York Life determines that you are no longer disabled
- You have received benefits for the maximum payment period
- You die
- You refuse, without good cause, to cooperate in all required phases of a rehabilitation plan and assessment
- You are no longer under the care of a physician and receiving appropriate care
- You fail to cooperate with New York Life in the administration of your claim, such as providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due

Benefits may be resumed if you begin to cooperate fully in the rehabilitation plan within 30 days of the date benefit payments ended.

## What is Not Covered

The Plan does *not* cover long-term disabilities resulting from:

- Suicide, attempted suicide, or self-inflicted injury while sane or insane
- War or any act of war, whether or not declared
- Active participation in a riot
- Commission of a felony
- The revocation, restriction, or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to an injury or illness otherwise covered by the Plan.

In addition, no benefits will be paid for any period of disability during which you are incarcerated in a penal or corrections institution.

## Other Sources of Income

Both your STD and LTD benefit payments will be reduced by other disability income you or your dependents may receive because of your disability. These include:

- Social Security disability or retirement benefits
- The Canada and Quebec Pension Plans
- The Railroad Retirement Act
- Any local, state, provincial or federal government disability or retirement plan or law payable for injury or illness provided because of employment with the Company
- Mandatory automobile no-fault insurance
- Government disability or retirement funds
- Retirement plans to the extent funded by the Company
- Proceeds payable under any franchise or group insurance or similar plan
- Workers' compensation, occupational disease, or unemployment compensation law
- Amounts recoverable from liable third parties because of a loss of earnings

## Recovery of Overpayments

If the Plan pays you a larger benefit than you should have received, the Plan may recover any overpayments it made through one or more of the following means:

- Request a lump-sum payment of the overpaid amount
- Reduce any benefit payments that are made
- Take any appropriate collection activity available