

YOUR SUMMARY PLAN DESCRIPTION

VEOLIA TRANSPORTATION SERVICES

Las Vegas CAT Non-Union Exempt and Non-Exempt, and Union Employees

Disability Income Coverage: Short Term Benefits

Summary Plan Description Date: January 1, 2009

Please note that Metropolitan Life Insurance Company and its agents are not in the business of practicing law or providing legal services to group customers. This Summary Plan Description is merely a draft specimen, which you should review with your own tax or legal advisors to ensure compliance with ERISA and any other applicable laws prior to use. MetLife and its agents do not make any representations as to this document's compliance with ERISA or any other applicable laws. Changes may be necessary to assure compliance with ERISA and to assure consistency with your specific plan provisions and plan administration.

SUMMARY PLAN DESCRIPTION

INTRODUCTION

This Summary Plan Description describes the benefits available to you under the self-funded Disability Income Coverage: Short Term Benefits Plan of Veolia Transportation Services. Please read this booklet carefully to become familiar with your benefits. This Plan is effective as of January 1, 2009.

This Plan is provided by the Employer. Metropolitan Life Insurance Company ("MetLife") does not insure the benefits described in this booklet.

Claims and certain other services are administered on behalf of This Plan by MetLife as the Claim Administrator pursuant to the terms of an administrative service agreement.

Please note that the terms "You" and "Your" throughout this booklet refer to the employee, except where otherwise indicated. Many of the terms that are important in understanding your benefits are explained in the "DEFINITIONS" section."

Veolia Transportation Services

SCHEDULE OF BENEFITS

BENEFITS AT A GLANCE.....	4
DEFINITIONS	5
ELIGIBILITY PROVISIONS: BENEFITS FOR YOU	8
Eligible Classes	8
Date You Are Eligible for Benefits	8
Enrollment Process	8
Date Your Benefits That Are Part Of The Flexible Benefits Plan Take Effect.....	8
Date Your Coverage Ends	9
CONTINUATION OF COVERAGE WITH CONTRIBUTION PAYMENT	10
For Family And Medical Leave	10
At The Employer's Option.....	10
DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS	11
DISABILITY INCOME BENEFITS: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT	12
DISABILITY INCOME BENEFITS: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT ...	13
DISABILITY INCOME BENEFITS: DATE BENEFIT PAYMENTS END	14
DISABILITY INCOME BENEFITS: LIMITED DISABILITY BENEFITS	15
DISABILITY INCOME BENEFITS: EXCLUSIONS	16
GENERAL PROVISIONS.....	17
Disability Income Benefit Payments: Who This Plan Will Pay	17
Misstatement of Age.....	17
Conformity with Law	17
Physical Exams	17
Autopsy.....	17
Overpayments for Disability Income Benefits	18
Special Services	19
ADMINISTRATIVE DETAILS ABOUT THE PLAN.....	9

SCHEDULE OF BENEFITS

- This section provides You with a description of Your benefits. Certain limitations and exclusions may apply to any benefit or benefit amount. It is important that You refer to the provisions contained in this Summary Plan Description for details about Your benefits.

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

Disability Income Coverage For You: Short Term Benefits

Weekly Benefit.....	60% of the first \$1666.66 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Maximum Weekly Benefit.....	\$1,000.00
Elimination Period.....	For Injury <ul style="list-style-type: none">• None For Sickness <ul style="list-style-type: none">• 7 days of Disability
Maximum Benefit Period.....	26 weeks

DEFINITIONS

As used in this Summary Plan Description, the terms listed below will have the meanings set forth below. When defined terms are used in this Summary Plan Description, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a place to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom benefits will be paid as determined in accordance with the GENERAL PROVISIONS section.

Claim Administrator means Metropolitan Life Insurance Company (MetLife), New York, New York. The Claim Administrator does not insure the benefits described in this Summary Plan Description.

Disabled or Disability means any physical or mental condition arising from an illness, pregnancy or injury which renders a Participant incapable of performing the material duties of his or her regular and customary job or any reasonably related job.

Provided, however, a Participant will also be considered to have sustained a Disability if:

1. he or she is ordered not to work by written order from a state or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease; or
2. he or she has been referred or recommended by competent medical authority to participate as a resident in either an alcohol abuse treatment program or drug abuse treatment program, or to participate in an outpatient program for the treatment of drug or alcohol abuse which requires attendance for a minimum of five (5) days per week for a minimum of six (6) hours per day.

However, such Disability will be considered to continue only for ninety (90) days while the Participant is receiving services in an alcohol abuse treatment program or a drug abuse treatment program.

Elimination Period means the period of Your Disability during which This Plan does not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the section entitled BENEFITS AT A GLANCE.

Employer means Veolia Transportation Services.

Full-Time means Active Work on the Employer's regular work schedule for the eligible class of employees to which You belong. The work schedule must be at least 30 hours a week.

DEFINITIONS (continued)

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group benefits. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Employer's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Employer contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

Predisability Earnings means gross salary or wages You were earning from the Employer as of Your last day of Active Work before Your Disability began. This Plan calculates this amount on a weekly basis.

The term includes:

- contributions You were making through a salary reduction agreement with the Employer to any of the following:
- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- an executive non-qualified deferred compensation arrangement; and
- Your fringe benefits under an IRC Section 125 plan.

DEFINITIONS (continued)

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Employer.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Summary Plan Description. When a claim is made for any benefit described in this Summary Plan Description, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

This Plan means the self-funded Disability Income Coverage: Short Term Benefits plan of the Employer.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to This Plan and consistent with applicable law.

You and **Your** mean an employee who is eligible for the benefits described in this Summary Plan Description.

ELIGIBILITY PROVISIONS: BENEFITS FOR YOU

ELIGIBLE CLASS(ES)

All Las Vegas CAT Non-Union Exempt and Non-Exempt and Union employees, but not temporary or seasonal employees.

DATE YOU ARE ELIGIBLE FOR BENEFITS

You may only become eligible for the benefits available for Your eligible class as shown in the section entitled BENEFITS AT A GLANCE.

You will be eligible for benefits on the later of:

1. January 1, 2009; and
2. the first day of the calendar month following the date You complete the Waiting Period of 120 days.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for benefits. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

If You are eligible for benefits, You may enroll for such benefits by completing the required form.

The benefits listed below are part of a flexible benefits plan established by the Employer. Subject to the rules of the flexible benefits plan and the This Plan, You may enroll for:

- Disability Income Coverage: Short Term Benefits;

only when You are first eligible or during an annual enrollment period. You should contact the Employer for more information regarding the flexible benefits plan.

DATE YOUR BENEFITS THAT ARE PART OF THE FLEXIBLE BENEFITS PLAN TAKE EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for coverage, such coverage will take effect on the date You become eligible for such coverage if You are Actively at Work on that date.

If You are not Actively at Work on the date coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

Enrollment During An Annual Enrollment Period

During any annual enrollment period as determined by the Employer, You may enroll for coverage for which You are eligible. The benefits enrolled for during an annual enrollment period will take effect on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date.

If You are not Actively at Work on the date an amount of benefits would otherwise take effect, that amount of benefits will take effect on the day You resume Active Work.

ELIGIBILITY PROVISIONS: BENEFITS FOR YOU (continued)

DATE YOUR COVERAGE ENDS

Your coverage will end on the earliest of:

for all coverages

1. the date the group benefits end; or
2. the date coverage ends for Your class; or
3. the end of the period for which the last contribution has been paid; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date Your employment ends.

In certain cases coverage may be continued as stated in the section entitled CONTINUATION OF COVERAGE WITH CONTRIBUTION PAYMENT.

Reinstatement of Disability Income Benefits

If Your benefits end, You may become covered again as follows:

1. If Your benefits end because:

- You cease to be in an eligible class; or
- Your employment ends; and

You become a member of an eligible class again within 3 months of the date Your benefits ended, You will not have to complete a new Waiting Period.

2. If Your benefits end because the required contribution for Your benefits has ceased to be paid due to Your being on an approved Family Medical Leave Act (FMLA) leave of absence, and You become a member of an eligible class within 31 days of the earlier of:

- The end of the period of leave You and the Employer agreed upon; or
- The end of the 12-week period following the date Your leave began,

You will not have to complete a new Waiting Period.

CONTINUATION OF COVERAGE WITH CONTRIBUTION PAYMENT

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) for continuation of benefits. Please contact the Employer for information regarding the FMLA.

AT THE EMPLOYER'S OPTION

The Employer has elected to continue coverage by paying contributions for his employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Benefits will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to accidental injury or Sickness, up to 3 months;
2. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence up to the end of the month You cease Active Work.

At the end of any of the continuation periods listed above, Your coverage will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be covered under This Plan;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your coverage will end in accordance with the DATE YOUR BENEFITS END subsection of the section entitled ELIGIBILITY PROVISIONS: BENEFITS FOR YOU.

DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS

If You become Disabled while insured, Proof of Disability must be sent to This Plan. When This Plan receives such Proof, This Plan will review the claim. If This Plan approves the claim, This Plan will pay the Weekly Benefit up to the Maximum Benefit Period shown in the section entitled BENEFITS AT A GLANCE, subject to the Date Benefit Payments End section.

To verify that You continue to be Disabled without interruption after Our initial approval of the Disability claim, This Plan may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this Summary Plan Description will not be affected if:

- Your benefits end; or
- the This Plan is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If This Plan approves Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. This Plan will pay the first Weekly Benefit one week after the date benefits begin to accrue. This Plan will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/5th of the Weekly Benefit payable.

This Plan will pay Weekly Benefits to You. If You die, This Plan will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who This Plan Will Pay.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your benefits have ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, This Plan will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 14 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, This Plan will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, This Plan will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

DISABILITY INCOME BENEFITS: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

This Plan will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You receive because of Your disability or retirement under:
 - any state or public employee retirement or disability plan; or
 - any pension or disability plan of any other nation or political subdivision thereof.
2. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions;
3. any income received for disability under:
 - a group insurance policy to which the Policyholder has made a contribution, such as:
 - benefits for loss of time from work due to disability;
 - installment payments for permanent total disability;
 - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
 - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
 - any sick pay or other salary continuation that the Policyholder pays to You;
 - unemployment insurance law or program.
4. any income that You receive for working while Disabled including but not limited to salary, commissions, overtime pay, bonus pay or other extra pay arrangements from any source.
5. recovery amounts that You receive for loss of income as a result of claims against a third party by judgement, settlement or otherwise including future earnings.

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When This Plan receives such Proof, This Plan will adjust the amount of Your Disability benefit.

If This Plan does not receive the Written Proof described above, and This Plan knows the amount of the single sum payment, This Plan may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If This Plan adjusts the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and This Plan does not receive the Written Proof described above within 10 days after You receive the single sum payment, This Plan will adjust the amount of Your Disability Benefit by the amount of such payment.

DISABILITY INCOME BENEFITS: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

This Plan will not reduce Your Disability benefit to less than the Minimum Benefit shown in the section entitled BENEFITS AT A GLANCE, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME BENEFITS: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that This Plan requires;
- the date You fail to have a medical exam requested by This Plan as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date This Plan fails to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this Summary Plan Description will not be affected if:

- Your benefits end; or
- The Plan is amended to change the plan of benefits for Your class.

DISABILITY INCOME BENEFITS: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

This Plan will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME BENEFITS: EXCLUSIONS

This Plan will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit a felony.

This Plan will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. sex-change surgery;
3. reversal of sterilization;
4. liposuction;
5. visual correction surgery; and
6. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

GENERAL PROVISIONS

Disability Income Benefit Payments: Who This Plan Will Pay

This Plan will make any benefit payments during Your lifetime to You or Your legal representative. Any payment made in good faith will discharge This Plan from liability to the extent of such payment.

Upon Your death, This Plan will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving Beneficiary at Your death, This Plan will pay any benefit that is or becomes due, according to the following order:

1. Your Spouse, if alive;
2. Your unmarried child(ren) under age 25; if there is no surviving Spouse; or
3. Your estate, if there is no such surviving child.

If more than one person is eligible to receive payment, This Plan will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum. Any payment made in good faith will discharge This Plan from liability to the extent of such payment.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if benefits are in effect and, as appropriate, This Plan will adjust the benefits and/or contributions.

Conformity with Law

If the terms and provisions of this Summary Plan Description do not conform to any applicable law, this Summary Plan Description shall be interpreted to so conform.

Physical Exams

If a claim is submitted for benefits, This Plan has the right to ask the claimant to be examined by a Physician(s) of This Plan's choice as often as is reasonably necessary to process the claim. This Plan will pay the cost of such exam.

Autopsy

This Plan has the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons This Plan is requesting the autopsy.

GENERAL PROVISIONS (continued)

Overpayments for Disability Income Benefits

Recovery of Overpayments

We have the right to recover any amount that This Plan determines to be an overpayment.

An overpayment occurs if This Plan determines that:

- the total amount paid by This Plan on Your claim is more than the total of the benefits due to You under this Summary Plan Description; or
- payment This Plan made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse This Plan. This Plan's rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this Summary Plan Description. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes This Plan to obtain any information relating to sources of Other Income.

How This Plan Recovers Overpayments

This Plan may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this Summary Plan Description;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from This Plan having made a payment to You that should have been made under another group plan, This Plan may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

SPECIAL SERVICES

Return To Work Program

Goal of Rehabilitation

The goal of This Plan is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of This Plan's Return to Work Program. By focusing on what employees can do versus what they can't, This Plan can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

Return-to-Work Services

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.

There is no additional cost to you for the services This Plan provides, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. Labor Market Surveys

Studies to find jobs available in your locale that would utilize your abilities and skills. Also identify one's earning potential for a specific occupation.

3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

4. Job Modifications/Accommodations

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return-to-Work Program Staff

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of This Plan's clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES

Rehabilitation Vendor Specialists

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; This Plan pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, This Plan continues to collaborate with you and your doctor to develop an appropriate return-to-work plan.

THE FOLLOWING IS ADDITIONAL INFORMATION.

ADMINISTRATIVE DETAILS ABOUT THE PLAN

NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR

Veolia Transportation Services
2015 Spring Road, Suite 750
Oak Brook, IL 60523

VEOLIA TRANSPORTATION SERVICES IDENTIFICATION NUMBER: 52-1493194

PLAN NUMBER	TYPE OF PLAN	PLAN NAME	CLAIMS ADMINISTRATOR FOR BENEFITS
550	This is a self-funded Disability Coverage: Short Term Benefits Plan provided by the Employer. Metropolitan Life Insurance Company ("MetLife") does not insure any of the benefits described in this Summary Plan Description	Veolia Transportation Health & Welfare Plan	Metropolitan Life Insurance Company ("MetLife")

TYPE OF ADMINISTRATION

MetLife is the Claim Administrator pursuant to the terms of an administrative service agreement and has been given authority under the Plan to conduct a full and fair review of any claims on behalf of the Plan.

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan administrator at the above address. For disputes arising from the administration of claims, service of legal process may be made upon MetLife by serving the agent MetLife designated to accept service of process.

ELIGIBILITY FOR BENEFITS; DESCRIPTION OR SUMMARY OF BENEFITS

Your Summary Plan Description describes the eligibility requirements for benefits provided by the Plan. It also includes a detailed description of the benefits provided by the Plan.

PLAN TERMINATION OR CHANGES

This Plan sets forth those situations in which Veolia Transportation Services has the right to end the Plan.

The Veolia Transportation Services reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your benefits end in accordance with the "DATE YOUR COVERAGE ENDS" subsection of Your Summary Plan Description, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your Summary Plan Description.

PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

CLAIMS INFORMATION

Disability Benefits Claims

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Veolia Transportation Services who is usually able to provide the necessary information.

Claim Submission

For claims for disability benefits, the claimant or someone acting on the claimant's behalf must report the claim to The Claim Administrator and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described below.

Claim forms requested by The Claim Administrator must be submitted in accordance with the instructions on the claim form.

When a claimant files an initial claim for Short Term Disability benefits described in this Summary Plan Description, both the notice of claim and the required Proof should be sent to the Claim Administrator within 45 days of the end of the Elimination Period.

Notice of claim and Proof may also be given to the Claim Administrator by following the steps set forth below:

Step 1

A claimant should give the Claim Administrator notice by calling the Claim 1-800-638-2242. The Claim Administrator will send an authorization form at their earliest opportunity and return it to the Claim Administrator.

Step 2

The Claim Administrator will contact the claimant and/or the claimant's Physician to discuss medical information. The Claim Administrator may also contact Your Employer to discuss Your specific job duties in detail.

Step 3

The Proof must be submitted to the Claim Administrator not later than 45 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Items to be Submitted for a Short Term Disability Benefits Claim

When submitting Proof on an initial or continuing claim for Disability Income benefits, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 - the date Your Disability started;
 - the cause of Your Disability;
 - the prognosis of Your Disability;
 - the continuity of Your Disability; and

- Your application for:
 - Other Income;
 - Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
- Written authorization for the Claim Administrator to obtain and release medical, employment and financial information and any other items the Claim Administrator may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Income;
- any and all medical information, including but not limited to:
 - x-ray films; and
 - photocopies of medical records, including:
 - histories,
 - physical, mental or diagnostic examinations; and
 - treatment notes; and
- the names and addresses of all:
 - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
 - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
 - pharmacies which have filled Your prescriptions within the past three years.

Initial Determination

After you submit a claim for disability benefits to The Claim Administrator, The Claim Administrator will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date you submitted your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case The Claim Administrator may have up to two (2) additional extensions of 30 days each to provide you such notification. If The Claim Administrator needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of The Claim Administrator's notice requesting further information and an extension until The Claim Administrator receives the requested information does not count toward the time period The Claim Administrator is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from The Claim Administrator.

If The Claim Administrator denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because The Claim Administrator did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge.

Appealing the Initial Determination

If The Claim Administrator denies your claim, you may appeal the decision twice. Upon your written request, The Claim Administrator will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to The Claim Administrator at the address indicated on the claim form within 180 days of receiving The Claim Administrator's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After The Claim Administrator receives your written request appealing the initial determination, The Claim Administrator will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and The Claim Administrator's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, The Claim Administrator will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

The Claim Administrator will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after The Claim Administrator's receipt of your written request for review, except that under special circumstances The Claim Administrator may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, The Claim Administrator will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from The Claim Administrator's notice to you of the need for an extension to when The Claim Administrator receives the requested information does not count toward the time The Claim Administrator is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from The Claim Administrator.

If The Claim Administrator denies the claim on appeal, The Claim Administrator will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, The Claim Administrator will provide you free of charge with copies of documents, records and other information relevant to your claim.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

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 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 Plan documents 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 descriptions. The 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 Veolia Transportation Services or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare 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 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a 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; for example, if 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.

FUTURE OF THE PLAN

It is hoped that the Plan will be continued indefinitely, but VEOLIA TRANSPORTATION SERVICES reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Board of Directors of VEOLIA TRANSPORTATION SERVICES shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

Please note that Metropolitan Life Insurance Company and its agents are not in the business of practicing law or providing legal services to group customers. This Summary Plan Description is merely a draft specimen, which you should review with your own tax or legal advisors to ensure compliance with ERISA and any other applicable laws prior to use. MetLife and its agents do not make any representations as to this document's compliance with ERISA or any other applicable laws. Changes may be necessary to assure compliance with ERISA and to assure consistency with your specific plan provisions and plan administration.