

**MEDICAL EXPENSE REIMBURSEMENT PLAN**  
**OF THE**  
**PORAC RETIREE MEDICAL TRUST**

*Restated effective January 1, 2022  
(incl. Plan Amendments No. 1-21)*

*Dr. 11/1/21, incl. Plan Ams. No 1-21  
(Contact Trust Office for subsequent amendments)*

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**PREAMBLE**

WHEREAS, the Peace Officers Research Association of California (hereafter, PORAC) decided to establish a retiree medical trust, to receive non-elective contributions from participating employers and employees, for the purpose of funding, in whole or in part, reimbursement of retiree health coverage;

WHEREAS, PORAC established such a Trust as of June 1, 2008, granting administration of the Trust to a Board of Trustees pursuant to the "Trust Agreement Governing the PORAC Retiree Medical Trust," effective June 1, 2008;

WHEREAS, participating associations of PORAC may join the retiree medical trust, pursuant to Memoranda of Understanding (MOU) that require mandatory contributions, and other rules set by the Trustees;

WHEREAS, the Board of Trustees adopted the "Medical Expense Reimbursement Plan" of the PORAC Retiree Medical Trust, originally effective September 1, 2008, and subsequently restated effective February 1, 2011 (including Plan Amendment Nos. 1-4), August 1, 2014 (including Plan Amendments Nos. 1-7), and April 1, 2018 (including Amendments 1-13); and thereafter amended the plan eight more times (Plan Amendment Nos. 14-21);

NOW THEREFORE, the Board of Trustees does hereby adopt this restated Medical Expense Reimbursement Plan of the PORAC Retiree Medical Trust, incorporating Amendment Nos. 1 through 21 and scrivener's corrections, effective January 1, 2022.

**SECTION 1. DEFINITIONS**

Where the following words and phrases appear in this Plan, they shall have the meaning set forth in this Article, unless the context clearly indicates otherwise. Other words and phrases with special meanings are defined where they first appear unless their meanings are apparent from the context.

**1.1 "Active Service"** means service as defined in Section 2.2 herein, after the Employee's Effective Date, provided however that an Employee may receive Active Service Units from contributions made to another similar Trust, if provided in a joinder agreement signed by this Trust. An **"Active Service Unit"** means a monthly Contribution of \$50 to the Trust on behalf of an Employee. Note that an Employee may earn more than one Active Service Unit in a month.

**1.2 "Association"** means: (a) A lawful labor organization located in California that is a member Association in PORAC, represents Employees, and is party to a Memorandum of Understanding with a Participating Employer; or (b) A lawful labor organization that represents Employees who are employed in the states of Oregon or Washington, provided that participation of that organization in the Trust is approved according to rules set by the Board of Trustees; or (c) Any rational class of employees of a participating employer that is the subject of a Special Agreement, provided that participation of that employee class in the Trust is approved according to rules set by the Board of Trustees."

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**1.3 “Beneficiary”** means an Eligible Retiree, his or her lawful spouse, and the Eligible Retiree’s Children; an Eligible Retiree’s Surviving Spouse and Surviving Children, an Alternate Payee under a QDRO, but not to include any spouse of the Alternate Payee.

**1.4 “Board of Trustees” or “Trustees”** means the duly selected board, which administers the Plan and Trust, pursuant to the Trust Agreement.

**1.5 “Child(ren)”** means a natural child, stepchild, or lawfully adopted child of the Employee or Eligible Retiree, or child placed in the Employee’s or Retiree’s home for adoption by the Employee or Retiree, who either: (1) is under the age of 26; or (2) is legally dependent upon the Eligible Retiree or Employee for support and maintenance, for so long as the child is determined to be totally disabled by the Social Security Administration.

**“Surviving Child(ren)”** means an individual who met the definition of Child or Children in the foregoing sentence at the time of the Eligible Retiree’s death and who continues to meet those requirements. Child or Surviving Child shall also include a child of any age who is legally dependent upon the Eligible Retiree (or was legally dependent upon the Eligible Retiree at the time of the Eligible Retiree’s death) for support and maintenance for so long as the child is determined to be totally disabled by the Social Security Administration. The Child of an Employee who has satisfied all the requirements of Section 2.1, except that the Employee dies prior to separating from service, shall also be considered a Surviving Child.

**1.6 “Code”** means the Internal Revenue Code, as amended.

**1.7 “Contribution”** means a mandatory contribution for each and every employee in a bargaining unit represented by an Association, pursuant to a Memorandum of Understanding between a participating employer and an Association.

(a) (1) General; Pooled Contributions. The term “Contribution” includes “Pooled Contributions,” which are mandatory monthly transfers to the Trust from payroll, either for every employee in a specific classification within a bargaining unit represented by an Association pursuant to an MOU, or for every employee in a specific employment classification pursuant to a Special Agreement, as allowed by law.

(2) Minimum Amount of Pooled Contributions. Pooled Contributions shall be made at the minimum level of \$100 per month, and may be adjusted in upward increments to \$25 per month (e.g., to \$125 or \$150), at the discretion of the Association, subject to the applicable MOU. Provided however, that for only one consecutive period of 12 months or less, the minimum Contribution may be no less than \$50 per month.

(3) Deposit of Pooled Contributions. The Trust Office shall deposit Pooled Contributions into the pooled account within the Trust. The pooled account is a common investment account for monthly Pooled Contributions. A Pooled Contribution may be moved later to an Individual Account for an Employee who does not meet the Active Service Requirement to become a Regular Beneficiary, as set forth in Sections 2.1(b) and 3.5(a)(2) herein.

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- (b) Leave Transfers. The term “Contribution” also includes “Leave Transfers,” which are mandatory transfers of accrued leave to the Trust, annually or upon retirement, either for every employee in a specific classification within a bargaining unit represented by an Association pursuant to an MOU, or for every employee in a specific employment classification pursuant to a Special Agreement, as allowed by law. Leave Transfers shall include only the type of leave that the Internal Revenue Service allows for conversion to retirement medical benefits on a non-taxable basis (e.g., sick leave, vacation leave). Leave Transfers shall be deposited, at least initially, into Individual Accounts. Under certain circumstances, Leave Transfers may be moved later to the Trust’s pooled account, as set forth in Sections 2.2(c) and 3.5(a) herein.
- (c) No Election. All Contributions must be made without any election on the part of an individual employee (except for contributions made pursuant to continuation requirements of federal law under IRC Sec. 4980B (COBRA)). Any elective contributions (other than under Sec. 4980B) will be returned within thirty (30) days of discovery that the contribution was made by individual election, and Active Service Units granted based on an elective contribution will be rescinded.

**1.8 “Covered Expense”** means payment for the following:

- (a) Premium or contribution payment on behalf of a Beneficiary to a health, dental or vision insurance plan, for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under this Plan, for the type of medical expenses excludible from gross income under Code Section 105(b);
- (b) Medical expenses, as defined in Code Section 213(d) (i.e., costs for the diagnosis, cure, mitigation, treatment, or prevention of disease or injury), including insulin but excepting all other non-prescribed drugs, incurred by the Beneficiary while the Beneficiary is eligible for benefits under this Plan and which has not been claimed by the Beneficiary as a deduction on his or her personal tax return; and
- (c) Premium payment for long-term care insurance, qualified under Code Section 7702B, for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under the Plan, but for no other expenses associated with the costs of long-term care.

**1.9 “Effective Date”** for an Employee means the date that contributions for that Employee’s Association are required and made to the Trust, as approved by the Trustees.

**1.10 “Eligible Retiree”** means an Employee who is entitled to benefits under Section 2.1 of the Plan.

**1.11 “Employee”** means an individual employed by a Participating Employer on or after that Employee’s Effective Date, who is a member of an Association that represents public safety employees; and on whose behalf the required Contributions are made to the Trust Fund pursuant to a Memorandum of Understanding or Special Agreement, for all periods of Active Service

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after the Effective Date. The term “Employee” includes any individual who works on a part-time or contract basis for any Participating Employer.

**1.12 “Employee Account” or “Individual Account”** means the individual bookkeeping account maintained by the Trust in the name of an Employee, which reflects certain contributions made to the Trust as set forth in Section 3.5.

**1.13 “Employer” or “Participating Employer”** means an employer that contributes to this Plan pursuant to an MOU.

**1.14 “ERISA”** means the federal Employee Retirement Income Security Act, 29, USC 1001 et seq.

**1.15 “Memorandum of Understanding” or “MOU”** means a written agreement between an Employer and an Association that requires mandatory Contributions to a retiree medical trust on behalf of each Employee in the bargaining unit covered by the MOU, a significant portion of which contributions shall be Pooled Contributions (e.g., on all new hires); and some of which may be Leave Transfers, both as defined herein. The term MOU shall also include a Special Agreement that requires mandatory Contributions on each employee in an objective employment classification of an Employer during the period that the employer is also making contributions to the Trust on the employees in the bargaining unit of the same Employer. If there are two MOUs from one employer (or an MOU and a Special Agreement), the contribution rate must be the one set in the MOU that covers non-management employees.

**1.16 “Modify”** means to adjust, including increase or decrease.

**1.17 “Plan”** means this separate written document, together with any amendments duly adopted by the Trustees.

**1.18 “QDRO” or ‘qualified domestic relations order’** means a qualified domestic relations order as defined in ERISA Section 206(d)(3)(B), 29 USA 1056(d)(3)(B). A domestic relations order will not be treated as a QDRO until the Trust Office determines that it is a QDRO.

**1.19 “QMCSO” or ‘qualified medical child support order’** means a qualified medical child support order as defined in ERISA Section 609(a)(2)(A), 29 USA 1169(a)(2)(A).

**1.20 “Special Agreement”** means a written agreement between an entity and the Trustees and any supplement, amendment, continuation, or renewal thereof that obligates the entity to make contributions to the Trust Fund for Employees, for the purpose of providing employee welfare benefits to the Employees covered by said agreement, and their beneficiaries. The Contribution under the Special Agreement must be at the same level as that in the MOU of the same employer. “Special Agreement” refers to the same type of document as “Subscription Agreement” in the Trust Agreement.

**1.21 “Surviving Spouse”** means the lawful spouse, as defined in the Internal Revenue Code, who was in that status at least 12 months on the date of the Eligible Retiree’s death. The Surviving Spouse of an Employee who has satisfied all the requirements in Section 2.1, except the Employee dies prior to separation from service, shall also be considered a Surviving Spouse.

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**1.22** “Trust” or “Trust Fund” means the PORAC Retiree Medical Trust created by the Trust Agreement and all property and money held by such entity, including all contract rights and records. “Trust Office” means PORAC Retiree Medical Trust, c/o Vimly Benefit Solutions, Inc., P.O. Box 6, Mukilteo, WA 98275-0006; email: [porac@vimly.com](mailto:porac@vimly.com).

**1.23** “Unit Multiplier” or “UM” means the variable amount periodically set by the Trustees, based on demographic and financial factors, and used in the determination of the monthly benefit level of an Eligible Retiree, as set forth in Section 3.3(a). The Trustees may adjust the UM from time to time.

**SECTION 2. ENTITLEMENT TO BENEFITS**

**2.1 Eligibility**

(a) Eligibility as a Regular Beneficiary. An Employee shall become an Eligible Retiree entitled to monthly benefits as a Regular Beneficiary under Section 3.32 hereof when he or she meets all the requirements in this Section 2.1(a); i.e., this section sets eligibility requirements for regular monthly benefits from Pooled Contributions.

(1) The Employee earns ten (10) years of Active Service; provided, however, that for a period who is an Employee on the date that contributions to this Trust, or a prior similar trust, began for his or her Association, this requirement shall be five (5) years.

(2) Ten (10) years have passed since the commencement of Contributions (or five years, if the five-year rule applies in subsection 2.1(a)(1) hereof).

(3) Contributions are made to the Trust on the Employee for all years of Active Service.

(4) The Employee has attained age 55.

(5) The employee has ceased all employment as an Employee under this Plan.

(b) Eligibility as an Account Beneficiary; Individual Account Benefits. An Employee shall become an Eligible Retiree as an “Account Beneficiary” under this Plan, entitled to receive benefits from his or her Individual Account, under three circumstances:

(1) Pooled Contributions, as defined in Section 1.7(a) hereof, have been made to the Trust on the Employee’s behalf, but the Employer does not meet the Active Service requirement to become a Regular Beneficiary in Section 2.1(a) hereof, and as a result the Pooled Contributions are transferred to an Individual Account;

(2) Leave Transfers, as defined in Section 1.7(b) hereof, have been made to the Trust on the Employee’s behalf and deposited in an Individual Account; or

(3) The Employee meets the requirements to become a Regular Beneficiary under Section 2.1(a) of this Plan, and, in addition, mandatory Leave Transfers



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have been made to the Trust on his or her behalf and deposited in an Individual Account, pursuant to Section 1.7(b) of this Plan.

(c) Conditions Under Which Associations Will Be Permitted to Join the Trust with Individual Accounts Only. An Association will be allowed to join the Trust without making Pooled Contributions, and its members will be entitled to status as Account Beneficiaries, subject to the following conditions:

- (1) Contributions to the Trust include only Leave Transfers, as that term is defined in Section 1.7(b) herein; and
- (2) The Individual Account is subject to reasonable administrative charges related to participating only in the non-pooled portion of the Trust.

**2.2 Active Service**

(a) Bargaining Unit Service. Active Service is used to determine an Employee's eligibility under this Plan. An Employee may earn Active Service in the following ways:

- (1) For employment as an Employee of any Participating Employer, provided that Pooled Contributions are made to the Trust on the Employee's behalf during that time;
- (2) For time as an Employee on any authorized leave of absence from a Participating Employer, including authorized disability, illness, or injury, provided that Pooled Contributions are made to the Trust during that time; and
- (3) For service in the Armed Forces, as required by federal law.

(b) Non-Bargaining Unit Service. An Employee who has earned Active Service under subsection 2.2(a) hereof and who has transferred out of a participating Association (e.g., through promotion or other action) may continue to earn Active Service only if covered by an MOU (as defined herein) in the new position.

(c) Conversion of Individual Account Funds to Active Service Units; Credit of Leave Transfer to Individual Account. The Trust Office will credit Leave Transfers to the Individual Account of the Employee upon receipt, and such funds will be subject to the rules in Section 3.5. An Employee for whom Pooled Contributions have been made to the Plan is entitled to convert Individual Account funds to Active Service Units ("ASUs") pursuant to procedures set by the Trust Office, as long as the following rules are satisfied:

- (1) The Trust converts Individual Account funds (with the exception of Individual Account funds attributable to pooled account transfers pursuant to Section 3.5(a)(2)) to ASUs according to an actuarial formula set by the Trustees, in consultation with the Trust's actuary, based on factors such as the age of the Employee at the date of the transfer. The cost of ASUs at various ages is set forth in Leave Conversion Tables in Appendix C to the Plan, which is hereby incorporated and made a part of the Plan. The Trustees reserve the right and

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power to revise the Leave Conversion Tables in consultation with the Trust's actuary;

(2) An Employee has one election per calendar year to convert Individual Account funds to ASUs, and determine the portion of the Individual Account Balance to convert to ASUs;

(3) An election to convert Individual Account funds to ASUs is irrevocable upon receipt of the Election Form at the Trust Office. The Individual Account funds are transferred from the Individual Account to the pooled account in the conversion process and cannot be transferred back to the Individual Account.

(d) Contribution after Termination or Reduction of Employment (COBRA). An Employee whose employment is terminated, or whose hours are reduced to less than full-time, may continue to earn Active Service by periodic self-payment of contributions, for a maximum of eighteen (18) months pursuant to the federal law known as COBRA, and rules set by the Trustees.

(e) Spouse or Child Contribution after Death of Employee (COBRA). After death of an Employee, a Surviving Spouse, or Child may continue to earn Active Service by periodic self-payment of Contributions, for a maximum of thirty-six (36) months, pursuant to rules set by the Trustees.

(f) Self-Pay Rules. Self-payment rules for purposes of Section 2.2(d)-(3) shall be set by the Trustees and may be obtained from the Trust Office.

**2.3 No Rebate or Refund.** Employees and Beneficiaries shall not be eligible for rebates or refunds of any contributions made, except as benefits as set forth in the Plan; provided, however, that any elective contributions (other than pursuant to the federal COBRA law) will be returned within thirty (30) days of discovery that the contribution was made by individual election, and Active Service granted based on an elective contribution will be rescinded.

### **SECTION 3. BENEFITS**

#### **3.1 General**

(a) An Employee may become a Beneficiary under Section 2.1(a), 2.1(b), or both. The rules in Sections 3.3 and 3.34 apply to payments to Regular Beneficiaries, i.e., those Retirees who become eligible under Section 2.1(a). The rules in Section 3.5 apply to payments to Account Beneficiaries, i.e., those Retirees who become eligible under Section 2.1(b) for benefits from Individual Accounts. All benefit payments are subject to proper and timely submission of claims pursuant to Section 3.6 hereof.

(b) Subject to the exclusions and limitations set forth in this Plan, a Beneficiary is entitled to monthly reimbursement of Covered Expenses paid by the Beneficiary on behalf of a Beneficiary, and incurred after the Employee becomes an Eligible Retiree.

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(c) Coverage for Deceased Retiree through Survivor's Benefit. A Surviving Spouse or Surviving Child may use his or her survivor benefit for reimbursement of claims for Covered Expenses incurred by the Eligible Retiree prior to the Eligible Retiree's death.

Example: A Surviving Spouse may use his or her benefit level under Section 3.2(b) for months occurring after the month of death of the Eligible Retiree for reimbursement of Covered Expenses incurred by the deceased Retiree prior to his or her death and not reimbursed, for months up to and including the month of the Eligible Retiree's death under Section 3.4(a)(2) hereof. So, if the Eligible Retiree died in April, Covered Expenses of the Eligible Retiree may be submitted under Section 3.4(a)(2) to use the Eligible Retiree's benefit level for months up to and including the month of April. After April, starting in May, the Surviving Spouse can use his or her own benefit level to reimburse Covered Expenses of the Eligible Retiree or of the Surviving Spouse.

(d) Carryover of Excess Covered Expenses. Amounts of Covered Expenses in excess of the monthly Benefit Level of the Beneficiary that are properly submitted to the Trust Office shall be paid in subsequent months, up to the Beneficiary's monthly benefit level.

(e) Recoupment of Overpaid Benefits. If the Trust overpays benefits in regard to a Beneficiary, the Trust Office shall recoup the overpaid amount from the Beneficiary's future benefit payments or request repayment from the Beneficiary, as directed by the Trustees. The Beneficiary shall be obligated to repay the Trust for overpaid benefits, as allowed by law.

(f) Carryover of Unused Monthly Benefit Level. The Trust Office shall carry over any unused balance of the Beneficiary's monthly benefit to the next month, including periods when an Eligible Retiree's monthly benefit is unused due to suspension of benefits for return to employment with a Participating Employer. Unused monthly benefit accumulated on the Eligible Retiree's death shall carry over to the Surviving Spouse, and to Surviving Children, as defined in Section 1.21 and 1.5, respectively, hereof.

**3.2 Commencement of Benefits.** Benefits for Beneficiaries shall commence as set forth in this Section 3.2.

(a) Retiree. A Regular Beneficiary shall be entitled to benefit payments upon meeting the eligibility requirements of Section 2.1(a) and having contributions made to this Trust, or a prior similar trust, on the Employee's behalf for a minimum of five (5) years. An Account Beneficiary shall be entitled to benefit payments upon meeting the eligibility requirements of Section 2.1(b).

(b) Surviving Spouse. A Surviving Spouse shall be entitled to benefit payments starting the month after the Eligible Retiree died, subject to Section 3.4 hereof.

(c) Surviving Spouse and Children. If there is no Surviving Spouse, an Eligible Retiree's Surviving child shall be entitled to receive monthly benefit payments upon death of the Employee. There shall be no survivor benefits for the family or dependents of an Alternate Payee on the death of the Alternate Payee, except that the Children from

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the marriage of the Eligible Retiree and Alternate Payee shall continue to have Surviving Child benefits calculated based upon the benefit level of the Alternate Payee, which shall commence as stated in Section 3.3(d) hereof.

(d) Alternate Payee Under QDROs. An Alternate Payee, pursuant to a QDRO, may commence receiving benefits at a time specified in the QDRO, but no earlier than the earliest date the Employee would be eligible to begin receiving benefits, if the Employee ceased employment with the participating employer on such date. The Surviving Children of the marriage of the Eligible Retiree and Alternate Payee shall commence receiving benefits based on the Alternate Payee's benefit level starting the month after the death of the Alternate Payee.

**3.3 Benefit Levels for Regular Beneficiaries.** As Employee, who becomes an Eligible Retiree under Section 2.1(a), and his or her Surviving Spouse and Children, shall be Regular Beneficiaries and entitled to monthly reimbursement of Covered Expenses in an amount not to exceed the Beneficiary's benefit level, calculated pursuant to this section.

(a) Eligible Retiree. The maximum monthly benefit level for an Eligible Retiree shall be determined according to the following methodology:

- (1) Determine the number of Active Service Units; and
- (2) Multiply the number of Active Service Units by the Unit Multiplier operative on the date that contributions to the Trust terminate for the Retiree, subject to subsection 3.3(b) hereof.

(b) Modifications. The Trustees reserve the right and power to modify the Unit Multiplier from time to time, and the new Unit Multiplier may apply to some or all current and/or future Beneficiaries, as determined by the Trustees. The applicable Unit Multiplier and the designation of Beneficiaries to whom it is applicable will be set forth in Appendix A hereto, which is by this reference incorporated herein.

(c) Surviving Spouse and Surviving Children. The benefit level for a Surviving Spouse without Surviving Children shall be 50% of the benefit level for the Eligible Retiree. If there are Surviving Children, then the benefit level shall be 100% of the benefit level for the Eligible Retiree. If there is no Surviving Spouse and there are Surviving Children, the Surviving Children's benefit level shall be 50% of the benefit level for the Eligible Retiree (to be divided equally among the Surviving Children).

(d) Alternate Payees Under QDROs. The monthly benefit level for an Alternate Payee pursuant to a QDRO will be determined as described in this section. A QDRO may award an Alternate Payee a portion of the Employee's benefit level and corresponding ASUs, and/or part of the Individual Account benefit of the Eligible Employee or Retiree.

(1) Designation of Portion of Benefit Level and Actuarial Adjustment. A QDRO may designate a fixed amount or a percentage of the Employee's or Eligible Retiree's benefit level earned during the marital period, as defined in the QDRO, to the Alternate Payee. No other method of division of the Employee's or

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Eligible Retiree's monthly benefit shall be permitted. The Trust Office, in consultation with the Plan's actuary, shall convert the amount or percentage thus designated for the Alternate Payee into an actuarially adjusted benefit level of the Alternate Payee, based on the Alternate Payee's age and the month that commencement of benefits is first available to the Alternate Payee.

(2) Modification of Alternate Payee Benefit Level. The benefit level of the Alternate Payee shall change from time to time, based on changes to the Unit Multiplier and otherwise, in the same manner and percentage as the Employee's or Eligible Retiree's monthly benefit level changes. These changes may occur before or after the commencement of benefit payments to the Alternate Payee.

**3.4 Termination of Benefits**

(a) Eligible Retirees. An Eligible Retiree's monthly benefit coverage as a Regular Beneficiary under the Plan shall terminate on the earliest of the following dates:

(1) The return to employment with a Participating Employer; provided, however, that upon subsequent cessation of all employment with Participating Employers, benefit payments shall resume.

(2) The date of the Eligible Retiree's death; provided, however, that claims for Covered Expenses that are properly and timely submitted on behalf of the deceased Retiree after death will be paid for the months through and including the month in which the Eligible Retiree died, at the rate of the monthly benefit level for that Eligible Retiree.

(b) Surviving Spouse and Surviving Children. The coverage of a Surviving Spouse under the Plan shall terminate after twenty-four (24) months of benefits have been paid after the death of the Eligible Retiree, and shall resume in the month that the Surviving Spouse attains the eligibility age of the Employee, and continue until the Surviving Spouse's death. The coverage under the Plan of Surviving Children shall terminate on the date that the last Surviving Child no longer meets the definition of a Child in Section 1.5 hereof.

(c) Alternate Payees Under QDROs. The benefits for an Alternate Payee under a QDRO shall terminate on the first of the month following the date of the Alternate Payee's death. An Alternate Payee's benefit shall not be suspended if the Employee on whom it is based returns to employment with a Participating Employer.

(d) Modification to Benefits. Benefit coverage may be modified or terminated pursuant to Article VI hereof, and such changes may apply to current and/or future Beneficiaries.

**3.5 Benefits from Individual Accounts**

(a) Individual Account. An Employee who becomes an Eligible Retiree under Section 2.1(b) hereof as an Account Beneficiary, and his or her Beneficiaries, are entitled

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to reimbursement of Covered Expenses from his or her Individual Account. The balance in the Individual Account shall include the following:

- (1) Leave Transfers, as defined in Section 1.7 hereof (unless they have been converted and/or credited to the pooled account).
  - (2) Mandatory Pooled Contributions transferred to the Individual Account upon separation from employment for an Employee who does not meet the eligibility requirement of Section 2.1(a)(1) hereof.
  - (3) Investment gains and losses on the Individual Account balance, net of any applicable investment fees or expenses.
- (b) Benefit Level from Individual Account. There shall be no maximum amount on a claim against the Individual Account, so long as all claims are for reimbursement of Covered Expenses; i.e., the monthly Unit Multiplier calculation does not apply to Individual Accounts.
- (c) Commencement and Termination of Benefits from Individual Account. Reimbursement from the Individual Account may commence after and during separation from service with a Participating Employer, and will terminate when the Individual Account balance reaches zero. If the Eligible Retiree returns to employment with a Participating Employer, eligibility for this benefit shall be suspended until termination of such employment.
- (d) Survivor Benefits from Individual Account. The Surviving Spouse of an Eligible Retiree is entitled to reimbursement benefits of Covered Expenses until the Individual Account balance reaches zero. If there is no Surviving Spouse, the Surviving Child(ren) of the deceased Eligible Retiree shall be entitled to such benefits.
- (e) Forfeitures.
- (1) Any balance left in the Individual Account upon the death of the Beneficiary and his or her surviving Beneficiaries will forfeit to the Trust.
  - (2) If the balance in an Individual Account reduces to, and remains at, three hundred dollars (\$300) or less for a period of twelve (12) consecutive months, the Trust Office will notify the Beneficiary that the Individual Account will be subject to forfeiture, according to guidelines determined by the Trustees.
- (f) Alternate Payee Under QDRO with Individual Account. If ordered in a QDRO, the Trust Office shall establish an Individual Account in the name of the Alternate Payee, and transfer the percentage of the Individual Account balance from the Employee or Eligible Retiree's Individual Account to that account, as specified in a QDRO. The provisions of this Section 3.5 shall apply to the Individual Account of the Alternate Payee on the same terms as the Individual Account of an Eligible Retiree, except as follows

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- (1) Commencement and Termination of Benefits. If the Eligible Retiree returns to employment with a Participating Employer, the Alternate Payee may continue to receive benefits during such employment
  - (2) Surviving Beneficiaries of Alternate Payee. There shall be no survivor benefits for the family or dependents of an Alternate Payee on the death of the Alternate Payee, except that the Children from the marriage of the Eligible Retiree and Alternate Payee shall continue to have Surviving Child benefits to the balance of the Individual Account of the Alternate Payee, as long as they continue to meet the definition of Surviving Child in Section 1.5 hereof.
- (g) Modification of Rules. The Trustees may modify or amend the provisions in this Section 3.5, which changes may apply to current and/or future Beneficiaries, including Alternate Payees.

**3.6 Benefit Claim Procedure**

- (a) To make a claim for Plan benefits, Beneficiaries must present independent documentation of the following to the Trust Office:
- (1) the date the medical services or supplies were provided (which date must be prior to submission of the claim), or the dates of coverage for insurance premium;
  - (2) the medical services or supplies, as defined in Section 1.10(b) hereof, or insurance premiums, as defined in Section 1.10(a) or (c) hereof; and
  - (3) the Beneficiary's payment of the Covered Expenses.

Along with the above documentation, Beneficiaries must submit a completed claim form, approved by the Trustees, to the Trust Office. Prior to issuing payment, the Trust Office shall review such documentation and claim form and determine whether to grant or deny coverage under the Plan. The Trust Office must receive documentation that satisfies the requirements of both this subsection 3.6(a) and subsection 3.6(b) prior to paying each claim.

- (b) Documentation of payment under subsection 3.6(a)(3) above shall include, but not be limited to, the following, subject to Trust Office verification, as determined by the Trustees in their sole discretion:
- (1) canceled check drawn to the name of the insurance provider or medical services or supplies provider;
  - (2) copy of confirmation of electronic payment to the insurance provider or medical services or supplies provider, including pension plan statement showing premium payment deduction; or
  - (3) receipt for payment from the medical insurance provider or medical service or supplies provider.

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- (4) An Alternate Payee shall have authority to submit claims for Covered Expenses of Children from the marriage of Eligible Retiree and Alternate Payee.
- (c) If the Trust Office grants coverage on the Beneficiary's claim, all Plan benefits are personal to the Beneficiary and payable only to the Beneficiary, except as provided in subsection 3.6(g), regarding Beneficiary deemed to be incompetent, or pursuant to a QDRO or QMCSO under federal law.
- (d) If the Trust Office denies coverage, in whole or in part, on the Beneficiary's claim or the Plan takes other action adverse to the Beneficiary, the Beneficiary may appeal the denial of coverage or any other adverse benefit determination of the Plan, by taking action pursuant to Section 4.3 hereof.
- (e) Proof of payment of a Covered Expense shall include, but not be limited to, canceled checks drawn to the name of the medical insurance provider or receipt for payment from the medical insurance provider, subject to verification as determined by the Trustees in their sole discretion.
- (f) A claim for Plan benefits must be submitted within three months after the end of the Plan Year, i.e., by September 30<sup>th</sup>, in which the Covered Expense was paid. However, the Trustees may waive the deadline for good cause shown, according to written guidelines set by the Trustees.
- (g) If a Beneficiary is deemed to be incompetent by a lawful judicial forum, then the Trust Office may pay any benefit claims payment to the person that the judicial forum has appointed as the Beneficiary's representative, and the Beneficiary's representative may submit claims and take action on the Beneficiary's behalf, subject to the requirements of this Section 3.6. The Trustees shall not be under any duty to oversee the application of funds so paid, and receipt by the Beneficiary's representative shall be full acquittance to the Trustees, the Trust Office, and the Plan.
- (h) A Beneficiary or Employee who does not have a claim for current Covered Expenses, but seeks to enforce his or her rights under the terms of the Plan or seeks to clarify his or her rights to future benefits or eligibility under the terms of the Plan, may submit a written request to the Trust Office explaining his or her position and asking for a decision or clarification. The Beneficiary or Employee shall enclose any relevant documentation supporting the request. If the Beneficiary or Employee is not satisfied with the decision of the Trust Office, the Beneficiary or Employee may request an appeal of the Trust Office decision to the Board of Trustees pursuant to Section 4.3 hereof.

**3.7 Prohibition of Assignment and Protection from Creditors**

- (a) No Assignment of Encumbrance of Benefits. No benefit payment under this Plan shall be subject in any way to assignment, alienation, sale, transfer, pledge, attachment, garnishment, or encumbrance of any kind. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish, or encumber the benefits or monies due from this Plan, whether for current or future benefits, shall be void. The Plan shall not honor any direct or indirect arrangement,



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whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any right or interest under this Plan for part or all of the Employee's or Beneficiary's current or future benefit payments. Any such arrangement shall be void under this Plan.

(b) No Assignment of Rights under Law. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish or encumber the Employee's or Beneficiary's rights under this Plan shall be void, including, but not limited to, the right to bring any action in court, file a lawsuit or appeal a coverage determination, the right to enforce rights or eligibility under the Plan, the right to benefits or eligibility under the Plan, the right to clarify rights to future benefits or eligibility under the Plan, and the right to request copies of Plan documents or annual reports. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employer or Beneficiary any such right. Any such arrangement shall be void under this Plan.

(c) Protection of Benefits from Creditors. The Plan and Fund are exempt from all claims from creditors or other claimants and from all orders, decrees, garnishments, executions, and legal processes or proceedings, except in connection with qualified medical child support or qualified domestic relations orders.

**SECTION 4. CLAIM APPEAL PROCEDURES**

**4.1 Beneficiary's Duty to Notify Trust Office of Claim.** The Beneficiary is required to notify the Trust Office of his or her claim for benefits pursuant to Section 3.6 hereof, before he or she is entitled to receive benefits under this Plan, or appeal the Trust Office's decision denying a request for benefits.

**4.2 Acceptance or Denial of Claims by the Trust Office**

(a) Standard Claim Decision – Timing. The Trust Office shall consider each claim for Plan benefits and determine whether to grant or deny coverage under the Plan. Subject to Sections 4.2(b) and 4.2(c) below, the Trust Office shall send written notification of its decision to the Beneficiary not later than thirty (30) days after receipt of the Beneficiary's claim. If coverage is granted, the Beneficiary shall receive payment as stated in Section 3.6(b). If the claim is denied, the Beneficiary has the right to appeal the claim, pursuant to Section 4.3 hereof and the Plan's "Appeal Procedures," if any, available from the Trust Office. The denial notification shall include the following information:

- (1) The specific reason(s) for such denial;
- (2) Specific reference to the Plan provisions upon which the denial is based;
- (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Beneficiary's claim for benefits;

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- (4) A description of any additional material or information necessary for the Beneficiary to perfect the claim and an explanation of why such material or information is necessary;
- (5) A statement identifying any internal rules, guidelines, protocols, or other similar criteria relied upon in the denial, copies of which will be provided free of charge to the Beneficiary upon request; and
- (6) An explanation of the Plan's "Appeal Procedures," if any, with respect to the denial of benefits and a statement of the Beneficiary's right to bring an action under ERISA Section 502(a), after exhausting the Plan's appeal procedures.

(b) Extension of Time – Special Circumstances. If the Trust Office determines that special circumstances beyond its control require an extension of time for processing of claim, written notice of the extension shall be furnished to the Beneficiary prior to the termination of the initial thirty (30) day period. The extension notice shall indicate the special circumstances requiring the extension of time and the date by which the Trust Office expects to render a benefit determination. In no event shall such extension exceed a period of fifteen (15) days from the end of the initial period (45 days total).

(c) Extension of Time – Failure to Submit Information. The period of time for the Trust Office to make a benefit determination may be extended if the Beneficiary fails to submit all necessary information to allow the Trust Office to decide the claim. In such case, the period for deciding the claim is tolled from the date on which the request for additional information is sent to the Beneficiary until the date the Beneficiary provides to the Trust Office the requested information. The Beneficiary shall be allowed at least forty-five (45) days from receipt of the request for additional information within which to provide the information. Nothing in this Section shall preclude the Beneficiary from voluntarily agreeing to provide the Trust Office additional time within which to make a decision on a claim.

**4.3 Appeal Procedures.** Beneficiaries and any person who claims to be entitled to benefits under this Plan shall follow the provisions in this Article IV.

(a) Exclusive Procedures. The procedures specified in this Section, together with any written hearing procedures adopted by the Trustees, shall be the exclusive procedures available to a person dissatisfied with an eligibility determination, benefit claim decision or response to written request pursuant to Section 3.6(h) hereof, or to a person who is otherwise adversely affected by any action of the Trustees.

(b) Request for Hearing. Any person whose claim has been denied may appeal to the Trustees to conduct a hearing in the matter, provided that he or she requests the hearing in writing within one hundred eighty-one (181) calendar days after receipt of notification of the denial of benefits or other adverse determination. The letter requesting a hearing should also indicate the reasons why the Beneficiary believes that the grounds for denial of benefits are inapplicable. The Beneficiary may request and examine documents pertinent to the denial and may submit written comments, documents, records and other information relating to the claim for benefits to the Trustees. The Beneficiary shall also

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be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Beneficiary's claim for benefits.

(c) Hearing Procedures. The Trustees shall conduct a hearing at the next regularly scheduled meeting of the Board of Trustees, unless the request for review is received within thirty (30) days preceding the date of such meeting. In such case, the hearing will be conducted no later than the date of the second meeting following the Trustees' receipt of the request for review. If special circumstances require a further extension of the time for processing, a benefit determination shall be rendered not later than the third meeting of the committee or board following the Trustees' receipt of request for review. If such an extension of time is required because of special circumstances, the Trustees shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Trustees will review all comments, documents, records and other information submitted by the Beneficiary related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Beneficiary shall be entitled to present his or her position and any evidence in support thereof at the hearing. The Beneficiary may be represented by an attorney or any other representative of his or her choosing at the Beneficiary's expense.

(d) Decision after Appeal Hearing. No later than five (5) days after the benefit determination related to the hearing is made, the Trustees shall notify the claimant of the determination on review by issuing a written decision, affirming, modifying or setting aside the former decision. Any notification of a denial of benefits shall include the following information:

- (1) The specific reason(s) for such denial;
- (2) Reference to the specific Plan provisions, or internal rule, guideline, protocol or similar criterion, upon which the denial is based, and a statement that a copy will be provided free of charge to the claimant upon request;
- (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Beneficiary's claim for benefits; and
- (4) A statement that the Beneficiary may have other voluntary alternative dispute resolution options, such as mediation; and that one way to find out what may be available is to contact your local U.S. Department of Labor Office.

**4.4 Right to Court Review, Time Limit to Bring Lawsuit**

(a) General. Upon exhaustion of these procedures in Article IV, a Beneficiary, who is dissatisfied with an eligibility determination, benefit award or response to written request pursuant to Section 3.6(h) hereof may bring an action in federal court pursuant to ERISA Section 502(a).

(b) Limitation Period for Filing a Lawsuit Against the Trust for Benefit Payments, etc. A Beneficiary has the right to bring action as described in Section 4.4(a) hereof in

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federal court, pursuant to ERISA Section 502(a), no later than one (1) year after the exhaustion of administrative remedies, which means the date of the written decision by the Board of Trustees on an appeal of a denied benefit claim, or other complaint described in Section 3.6(h).

(c) Broad Discretion. The Board of Trustees has broad discretionary authority to interpret the terms of the Plan, and to grant or deny claims for benefits.

**SECTION 5. MISCELLANEOUS**

- 5.1 Limitation of Rights.** Neither the establishment of the Plan and the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any Beneficiary or other person any legal or equitable right of action, or any recourse against any Association, or its employees, any Employer or its employees, the Trust or its employees, the Trust Office or the Trustees, except as provided in this Plan and the Trust Agreement.
- 5.2 Applicable Laws and Regulations.** Reference in this Plan to any particular sections of any Association, state, or federal statute shall include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations.
- 5.3 Confidentiality.** It is agreed and understood that the Beneficiary who applies for benefits under this Plan is entitled to the same rights and consideration, including the right of confidentiality, and the Trustees shall not be required to nor shall they reveal to any other persons, including any Association, its officers, agents or employees, any matters revealed to them in confidence by such Beneficiary in the course of his or her application for benefits, except to the extent required by law. This Plan is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which imposes specific restrictions on the use and disclosure of protected health information.
- 5.4 Trustee Authority.** The Trustees shall have the authority and discretion to determine eligibility for benefits, to interpret and apply the provisions of this Plan, or the benefit Plans, or of their own motions, resolutions and administrative rules and regulations, or of any contract, instruments, or writings they may have entered into or adopted. The Trustees’ decision shall be binding and conclusive.
- 5.5 Divorce and Court Orders: QDRO and QMCSO Review Costs and Procedures.** The Trustees shall adopt reasonable procedures for accepting, evaluating, approving, and administering QDROs and QMCSOs. The Trust reserves the right to deduct the reasonable costs associated with reviewing and implementing a QDRO (or order proposed as a QDRO) or a QMCSO, from the benefits payable to the Eligible Retiree and/or Beneficiary, according to rules set by the Trustees.

**SECTION 6. AMENDMENTS AND TERMINATION**

In order that the Board of Trustees may carry out its obligation to maintain, within the limits of its resources and applicable law, a Plan dedicated to providing benefits for

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Beneficiaries, the Trustees expressly reserve the right, in their sole discretion, at any time and from time to time, provided that such action does not violate federal discrimination law:

- (a) To modify the Unit Multiplier;
- (b) To amend or rescind any provision of this Plan; and
- (c) To terminate the Plan.

Any such changes may apply to some or all current and/or future Beneficiaries, as determined by the Board of Trustees. Amendments shall be made by action of the Board of Trustees pursuant to Article IV of the Trust Agreement.

Adopted by the Board of Trustees at a meeting held on \_\_\_\_\_; and effective January 1, 2022.

**For the BOARD OF TRUSTEES  
PORAC RETIREE MEDICAL TRUST**

*T Moore*

Trustee

*Dennis A. Hashin*

Trustee

*TERRY A MOORE*

Print name and date

NOV 17, 2021

*Dennis A. Hashin*

Print name and date

NOV. 17, 2021

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**APPENDIX A**

**Unit Multiplier**

<b>Operative Period</b>	<b>Unit Multiplier</b>
<b>May 18, 2010 – September 30, 2015</b>	<b>\$0.67</b>
<b>October 1, 2015 – September 30, 2018</b>	<b>\$0.70</b>
<b>October 1, 2018 – September 30, 2021</b>	<b>\$0.74</b>
<b>October 1, 2021 -- Present</b>	<b>\$0.77</b>

- The Unit Multiplier (UM) is a factor in the calculation of the monthly benefit level for an Eligible Retiree who is a Regular Beneficiary (see Section 3.3 of the Plan).
- “Operative Period” means the period during which the corresponding Unit Multiplier is used to calculate the monthly benefit level for Retirees receiving benefits during that period.
- The Trustees have the authority to modify the UM for Eligible Retirees from time to time. Any such modifications may apply to some or all current and/or future Beneficiaries, as determined by the Board of Trustees.

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**APPENDIX B**

**Examples of Calculation of Benefit Level**

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\$50 monthly contribution – 1 Active Service Unit  
Unit Multiplier,<sup>1</sup> effective October 1, 2021 = \$0.77

**Example #1 – 6 years in Trust:** An Association has a contribution rate of \$100/month, and Employee No. 1 participates for two (2) years (or 24 months) at that level. Then the Association increases the contributions rate to \$150/month, and Employee No. 1 participates for four (4) years (or 48 months) at that level, and then retires. The monthly amount available to Employee No. 1 for medical expense reimbursement will be calculated as follows:

Step 1: Convert monthly contributions to Active Serve Units.

\$100/month = 2 Active Service Units/Month  
\$150/month = 3 Active Service Units/Month

Step 2: Find number Active Service Units.

2 Active Service Units x 24 months = 48 Active Service Units  
3 Active Service Units x 48 months = 144 Active Service Units  
Total = 192 Active Service Units

Step 3: Multiply number of Active Service Units by Unit Multiplier.

**Monthly Benefit Amount: 192 x \$0.77 = \$147.884**

\* \* \* \* \*

**Example #2 – 13 years in Trust:** An Association selects a contribution rate of \$100/month, and Employee No. 2 participates for seven (7) years (or 84 months) at that level. Then the Association increases the contributions rate to \$200/month, and Employee No. 2 participates for five (5) years (or 60 months) at that level, and then retires. Then the monthly amount available to Employee No. 2 for medical expense reimbursement will be calculated as follows:

Step 1: Convert monthly contributions to Active Serve Units.

\$100/month = 2 Active Service Units/Month  
\$200/month = 4 Active Service Units/Month

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<sup>1</sup> The Trustees have the authority to modify the Unit Multiplier (UM) from time to time for both existing and future Beneficiaries; they work with a professional actuarial firm to determine the UM.

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Step 2: Find number Active Service Units.

2 Active Service Units x 84 months = 168 Active Service Units

4 Active Service Units x 60 months = 240 Active Service Units

Total = 408 Active Service Units

Step 3: Multiply number of Active Service Units by Unit Multiplier.

**Monthly Benefit Amount: 408 x \$0.77 = \$314.16**

\* \* \* \* \*

**Example #3 – 25 years in Trust:** An Association selects a contribution rate of \$100/month, and Employee No. 3 participates for seven (7) years (or 84 months) at that level. Then the Association increases the contributions rate to \$200/month, and Employee No. 3 participates for eighteen (18) years (or 216 months) at that level, and then retires. Then the monthly amount available to Employee No. 3 for medical expense reimbursement will be calculated as follows:

Step 1: Convert monthly contributions to Active Serve Units.

\$100/month = 2 Active Service Units/Month

\$200/month = 4 Active Service Units/Month

Step 2: Find number Active Service Units.

2 Active Service Units x 84 months = 168 Active Service Units

4 Active Service Units x 216 months = 864 Active Service Units

Total = 1032 Active Service Units

Step 3: Multiply number of Active Service Units by Unit Multiplier.

**Monthly Benefit Amount: 1032 x \$0.77 = \$794.64**

\* \* \* \* \*

*Caveat: These are examples. The Trustees reserve the right to modify the Unit Multiplier and the formula used to calculate benefit levels at any time for both existing and future Beneficiaries. Such a modification is most frequently attributable to favorable or adverse demographic or financial experience of the Trust. For more details, please contact the Trust Office: Vimly Benefit Solutions, Inc. (425) 771-7359.*



**PORAC Retiree Medical Trust  
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**APPENDIX C  
Leave Conversion Tables**

Section 2.2(c) of the Plan sets forth the terms and conditions under which the Plan will convert accumulated sick and/or vacation leave into Active Service Units (“ASUs”). The Leave Conversion Tables below illustrate how many ASUs an Employee will earn when his/her employer transfers the value of accumulated leave to the Trust, if the Employee elects to convert the leave to ASUs.

- The number of ASUs an Employee earns as a result of the transfer of leave is calculated by the following formula:  
*[Dollar amount transferred] divided by [applicable cost for one ASU]*
- The cost for one ASU depends on the age of the Employee at the time of the Leave Transfer, as determined by the professional actuarial firm engaged by the Trustees.
- **These leave conversion tables assume a leave transfer of \$1,000.** Note for comparison purposes that, each \$50 monthly Contribution made during active employment gives an Employee one ASU.

<b>Age at Leave Transfer</b>	<b>Cost for One Active Service Unit (“x”)</b>	<b>Number of ASUs Earned with \$1000 (\$1,000 / x) (Rounded down to nearest whole number)</b>
Age 25	18.78	53
Age 26	20.00	50
Age 27	21.30	46
Age 28	22.68	44
Age 29	24.15	41
Age 30	25.72	38
Age 31	27.40	36
Age 32	29.18	34
Age 33	31.07	32
Age 34	33.09	30
Age 35	35.24	28
Age 36	37.54	26
Age 37	39.98	25
Age 38	42.57	23
Age 39	45.34	22
Age 40	48.29	20
Age 41	51.43	19
Age 42	54.77	18

**PORAC Retiree Medical Trust  
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<b>Age at Leave Transfer</b>	<b>Cost for One Active Service Unit ("x")</b>	<b>Number of ASUs Earned with \$1000 (\$1,000 / x) (Rounded down to nearest whole number)</b>
Age 43	58.33	17
Age 44	62.12	16
Age 45	66.16	15
Age 46	70.46	14
Age 47	75.04	13
Age 48	79.92	12
Age 49	85.11	11
Age 50	90.64	11
Age 51	96.54	10
Age 52	102.81	9
Age 53	109.49	9
Age 54	116.61	8
Age 55	124.19	8
Age 56	123.04	8
Age 57	121.82	8
Age 58	120.55	8
Age 59	119.23	8
Age 60	117.85	8
Age 61	116.42	8
Age 62	114.93	8
Age 63	113.37	8
Age 64	111.73	8
Age 65	110.02	9
Age 66	108.21	9
Age 67	106.32	9
Age 68	104.32	9
Age 69	102.24	9
Age 70	100.07	9

**AMENDMENT NO. 22  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Medical Trust (the "Trust") does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the "Plan"), as follows:

1. **Change to Require PORAC Membership for Some Promoted Out Employees.** The following changes are made to Sections 1.11 and 2.2(b) to require Employees that promote out of a participating "Association," and who are not part of a management association that is an Association as defined in Section 1.2(a), to join PORAC as individual members. Therefore, the following sentence is added to the definition of "Employee" at the end of Section 1.11:

"Further, an Employee who promotes out of a participating Association and who does not become a member of a management Association as defined in Section 1.2(a), must join PORAC in order for the Plan to continue to accept contributions on behalf of that Employee."

8/4/22

Additionally, Section 2.2(b) is revised to read as follows:

"(b) **Service as a Transferred Out Employee.** An Employee who has earned Active Service under subsection 2.2(a) hereof and who has transferred out of a participating Association (e.g., through promotion or other action) may continue to earn Active Service only if covered by an MOU in the new position, and such transferred Employee is a member of either an Association as defined in Section 1.2(a), or a member of PORAC."

2. **Documentation for Monthly Verification of Premium Reimbursement Claims.** The last sentence of Subsection 3.6(a) is revised to: "Documentation must be submitted for each medical expense reimbursement claim under Section 1.8(b) hereof. See Section 3.6(c) below for frequency of documentation of recurring premium claims under Sections 1.8(a) and (c)." A new Subsection 3.6(c) is added in place of the previous Subsection (c) to provide a comprehensive explanation of the premium documentation process. Former Subsection (c) is renumbered as Subsection (d). All remaining subsections of 3.6 are renumbered and references modified throughout the Plan accordingly. This Amendment is effective for reimbursement of premiums for insurance coverage on or after July 1, 2022.

"(c) **Documentation for Reimbursement of Recurring Monthly Premiums.** For reimbursement of recurring monthly premium payments:

(1) At least annually, the Trust Office must receive the completed and signed claim form of the Trust and documentation that satisfies the requirements of Subsection 3.6(a).

(2) For each monthly premium reimbursed, except Medicare premiums reimbursed pursuant to Subsection (3) below, the Trust Office must receive documentation that satisfies the requirements of Subsection 3.6(b)

showing proof of the Beneficiary's payment of the same monthly premium that the Beneficiary claimed and documented pursuant to the annual documentation requirements in Subsection (1) above.

(3) For reimbursement of recurring monthly Medicare premiums, the Trust Office must receive at least once a year, and upon request, the completed and signed claim form of the Trust and the Beneficiary's annual Social Security Administration statement showing the amounts deducted from the Beneficiary's social security payments, or otherwise paid by the Beneficiary, for Medicare premiums."

**3. Updates to Plan Section References and Legal Acronyms in the Plan Document.** The following Plan Section references are updated as follows:

- a. The references to Sections "1.10(a)," "1.10(b)," and "1.10(c)" in Section 3.6(a)(2) is updated to reflect the definition of Covered Expenses under Section 1.8, as follows:

"(2) the medical services or supplies, as defined in Section 1.8(b) hereof, or insurance premiums, as defined in Section 1.8(a) or (c) hereof; and"

- b. The acronym "USA" in Sections 1.18 and 1.19 is revised to "USC," to reflect the acronym for the United States Code, as follows:

**"1.18 "QDRO" or 'qualified domestic relations order'** means a qualified domestic relations order as defined in ERISA Section 206(d)(3)(B), 29 USC 1056(d)(3)(B). A domestic relations order will not be treated as a QDRO until the Trust Office determines that it is a QDRO."

**"1.19 "QMCSO" or 'qualified medical child support order'** means a qualified medical child support order as defined in ERISA Section 609(a)(2)(A), 29 USC 1169(a)(2)(A)."

- c. The reference to Section "3.32" in Section 2.1(a) is revised to Section 3.3 as follows:

"An Employee shall become an Eligible Retiree entitled to monthly benefits as a Regular Beneficiary under Section 3.3 hereof..."

- d. The reference to Section "2.2(d)-(3)" in Section 2.2(f) is revised to Section 2.2(d)-(e) as follows:

"Self-payment rules for purposes of Section 2.2(d)-(e) shall be set by the Trustees and may be obtained from the Trust Office"

- e. The reference to Section "3.34" in Section 3.1(a) is revised to Section 3.4 as follows:

“An Employee may become a Beneficiary under Section 2.1(a), 2.1(b), or both. The rules in Sections 3.3 and 3.4 apply to payments...”

f. The reference to “Article VI” in Section 3.4(d) is revised to Section 6 as follows:

“Benefit coverage may be modified or terminated pursuant to Section 6 hereof, and such changes may apply to current and/or future Beneficiaries.”

g. The reference to “Article IV” in Section 4.3 is revised to Section 4 as follows:


“Beneficiaries and any person who claims to be entitled to benefits under this Plan shall follow the provisions in this Section 4.”

h. The reference to “Article IV” in Section 4.4(a) is revised to Section 4 as follows:

“Upon exhaustion of these procedures in Section 4, a Beneficiary, who...”

Approved by the Board of Trustees on August 4, 2022, and effective as stated above.

For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust

  
Trustee

BRIAN Datta  
Print Name

  
Trustee

Terry A Moore  
Print Name

**AMENDMENT NO. 23  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Medical Trust (the “Trust”) does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the “Plan”), as follows:

1. **Addition of Retiree Contributions and Contributory Retirees to Definitions.** The Board of Trustees amends the Plan to incorporate the possibility of Employer contributions on behalf of retirees. The following definitions are amended, effective February 2, 2023:

a) Section 1.7 defining “Contribution” is revised by adding a new Subsection (c) and renumbering the old Subsection (c) as Subsection (d):

“(c) The term “Contribution” includes **“Retiree Contributions”** that are mandatory monthly or lump sum payments to the Trust made by a Participating Employer on behalf of each and every Contributory Retiree, in a defined group of his or her former Association, as determined and mandated by an MOU or Special Agreement. Retiree Contributions must be made without any election on the part of the individual Contributory Retirees, and there shall be no right to receive the Retiree Contributions as cash in lieu of Contributions to the Trust. The Trust will continue to accept Retiree Contributions on behalf of the Surviving Spouse of a Contributory Retiree, as long as Retiree Contributions are mandated to all Surviving Spouses of Contributory Retirees, pursuant to an MOU or Special Agreement, and the Surviving Spouses have no right to receive the Retiree Contributions as cash in lieu of Contributions to the Trust.”

b) New Subsection 1.8 is added as follows and the remaining Subsections of Section 1 are renumbered accordingly and references thereto are adjusted throughout the Plan.

**“1.8 “Contributory Retiree”** means an Employee who has retired from the Participating Employer, and on whom the Participating Employer makes a mandatory Contribution to the Trust after his/her retirement, pursuant to an MOU or Special Agreement.”

2. **Contributory Retiree as Account Beneficiary and Eligible Retiree.** Subsection 2.1(b) is revised as follows, effective February 2, 2023:

“(b) Eligibility as an Account Beneficiary; Individual Account Benefits. An Employee or Contributory Retiree shall become an Eligible Retiree as an “Account Beneficiary” under this Plan, entitled to receive benefits from his or her Individual Account, under three circumstances:

(1) Pooled Contributions, as defined in Section 1.7(a) hereof, have been made to the Trust on the Employee’s behalf, but the Employer does not meet the Active

Service requirement to become a Regular Beneficiary in Section 2.1(a) hereof, and as a result the Pooled Contributions are transferred to an Individual Account;

(2) Leave Transfers, as defined in Subsection 1.7(b) hereof, or Retiree Contributions, as defined in Subsection 1.7(c) hereof, have been made to the Trust on the Employee's or Contributory Retiree's behalf and deposited in an Individual Account; or

(3) The Employee or Contributory Retiree meets the requirements to become a Regular Beneficiary under Section 2.1(a) of this Plan, and, in addition, mandatory Leave Transfers or Retiree Contributions have been made to the Trust on his or her behalf and deposited in an Individual Account, pursuant to Subsections 1.7(b) and 1.7(c) of this Plan."

3. **All Account Beneficiaries Governed by Section 3.5.** The first sentence of Subsection 3.5(a) is revised by deleting the phrase "An Employee who becomes an Eligible Retiree under Section 2.1(b) hereof as an Account Beneficiary," and replacing that phrase with "An Account Beneficiary, pursuant to Section 2.1(b) hereof," effective February 2, 2023.

4. **Retiree Contributions Credited to Individual Account.** A new Subsection 3.5(a)(4) is added as follows, effective February 2, 2023:

"(4) Retiree Contributions made pursuant to a mandatory requirement in an MOU or Special Agreement. Retiree Contributions, as defined in Section 1.7(c) hereof (unless they have been converted and/or credited to the pooled account)."

5. **Continuous Funding of Retiree Contributions to Individual Account.** Section 3.5(c) is revised as follows, effective February 2, 2023:


"(c) Commencement and Termination of Benefits from Individual Account. Reimbursement from the Individual Account may commence after and during separation from service with a Participating Employer, and will terminate when the Individual Account balance reaches zero. As long as a Participating Employer is making periodic Retiree Contributions to a Contributory Retiree's Individual Account or there is a positive balance, the Individual Account shall not be closed and shall be subject to the other requirements of this Section 3.5. If the Eligible Retiree returns to employment with a Participating Employer, eligibility for this benefit shall be suspended until termination of such employment."

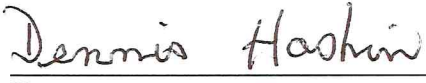
6. **Change Definition and References from Employee Account to Individual Account.** Section 1.12, defining "Employee Account" or "Individual Account" is revised to only use the term "Individual Account" and all references in the Plan to "Employee Account" are revised to "Individual Account." Therefore, Section 1.12 is revised to read as follows, effective February 2, 2023:

“1.12 **“Individual Account”** means the individual bookkeeping account maintained by the Trust in the name of an Employee or Beneficiary, which reflects certain Contributions made to the Trust as set forth in Section 3.5.”

Approved by the Board of Trustees on February 2, 2023, and effective as stated above.

For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust

  
\_\_\_\_\_  
Trustee  
**TERRY A MOORE**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Trustee  
**DENNIS A. HASHIN**  
\_\_\_\_\_  
Print Name



**AMENDMENT NO. 24  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Trust (the “Trust”) does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the “Plan”), as follows:

**1. The Plan’s Right to Reimbursement for Overpaid Benefit Payments.** Section 3.1(e) is revised as follows:

“(e) Recoupment of Overpaid Benefits. If the Trust overpays benefits in regard to a Beneficiary, the Trust Office, as directed by the Trustees, shall request repayment of the overpayments from the Beneficiary. If the Beneficiary fails to repay the Trust for the amount of the overpayment, the Trust Office, as directed by the Trustees, shall recoup the overpaid amount from the Beneficiary’s future benefit payments. The Beneficiary will be obligated to repay the Trust for overpaid benefits, as requested by the Trustees. This section will be administered as allowed by law.”

**2. Timing for Trust Office’s Claim Decision.** Section 4.2 is deleted and revised to read as follows:

**“4.2 Acceptance or Denial of Claims by the Trust Office**

(a) Standard Claim Decision – Timing. The Trust Office shall consider each claim for Plan benefits and determine whether to grant or deny coverage under the Plan. Subject to Sections 4.2(b) and 4.2(c) below, the Trust Office shall send written notification of its decision to a Beneficiary not later than thirty (30) days after receipt of the Beneficiary’s claim. This thirty (30) day period shall commence upon the Trust Office’s receipt of any piece of claim documentation or information from the Beneficiary, irrespective of whether the Beneficiary has provided all of the documentation and information necessary for it to determine the claim. If coverage is granted, the Beneficiary shall receive payment as stated in Section 3.6(d). If the claim is denied, the Beneficiary has the right to appeal the claim, pursuant to Section 4.3 hereof and the Plan’s “Appeal Procedures,” if any, available from the Trust Office. The denial notification shall include the following information:

- (1) The specific reason(s) for such denial;
- (2) Specific reference to the Plan provisions upon which the denial is based;
- (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Beneficiary’s claim for benefits;

- (4) A description of any additional material or information necessary for the Beneficiary to perfect the claim and an explanation of why such material or information is necessary;
- (5) A statement identifying any internal rules, guidelines, protocols, or other similar criteria relied upon in the denial, copies of which will be provided free of charge to a Beneficiary upon request;
- (6) An explanation of the Plan's "Appeal Procedures," if any, with respect to the denial of benefits and a statement of the Beneficiary's right to bring an action under ERISA Section 502(a) after exhausting the Plan's appeal procedures; and
- (7) A description of the Plan's limitation period for filing a lawsuit against the Plan for benefit payments, as stated in Section 4.4(b) hereof.

(b) Extension of Time – Special Circumstances. If the Trust Office determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Beneficiary prior to the termination of the initial thirty (30) day period referenced in Section 4.2(a) hereof. The Trust Office's extension notice shall: (i) inform the Beneficiary that it needs the extension; (ii) explain the special circumstances that require the extension; (iii) identify any additional information it may need from the Beneficiary (if the extension is needed due to insufficient information); and (iv) confirm the date by which the Trust Office expects to render a benefit determination. In no event shall such extension exceed a period of fifteen (15) days from the end of the initial 30-day period.

(c) Extension of Time to Submit Claim Information and Documentation. If the Beneficiary fails to submit all necessary information and documentation to allow the Trust Office to decide the claim, the period of time for the Trust Office to make a benefit determination may be extended for one 15-day extension period, pursuant to Section 4.2(b) hereof, and may not further extend the time for making its decision on the claim unless the Beneficiary agrees in writing to further extend the deadline. The Beneficiary shall be allowed at least forty-five (45) days from his or her receipt of the Trust Office's request for additional information within which to provide the Trust Office with the additional information requested. In such case, the 15-day extension period, and any remaining portion of the initial 30-day period, for the Trust Office to decide the claim is tolled from the date on which the request for additional information is sent to the Beneficiary. This tolling period shall expire on the earlier of: (i) the date that the Trust Office receives a response from the Beneficiary, without regard to whether the Beneficiary's response provides all of the information and documentation requested and necessary for the Trust Office to decide the claim; or (ii) the date of the deadline established by the Trust Office for

or (ii) the date of the deadline established by the Trust Office for the Beneficiary to furnish the requested information (*i.e.*, at least 45 days from the Beneficiary's receipt of the request). Nothing in this Section shall preclude the Beneficiary from voluntarily agreeing to provide the Trust Office additional time within which to make a decision on a claim."

Approved by the Board of Trustees on May 4, 2023, and effective January 1, 2023.

**For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust**

T Moore

Trustee

TERRY A MOORE

Print Name

Dennis Hashin

Trustee

DENNIS Hashin

Print Name

**AMENDMENT NO. 25  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Medical Trust (the "Trust") does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the "Plan"), as follows:

1. **Section 1.8(a)** is revised to clarify that the Plan will reimburse a Beneficiary for a premium or contribution payment made on behalf of a Beneficiary with pre-tax income, effective for premiums paid on or after July 1, 2023. Therefore, **Sections 1.8(a) and 1.8(d)** shall read as follows:

"(a) Premium or contribution payment on behalf of a Beneficiary to a health, dental or vision insurance plan, for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under this Plan, for medical care, as defined in Code Section 213(d);

(d) Premium or contribution payments that would qualify for reimbursement under Section 1.8(a) will result in taxable income to the Beneficiary to the extent that such premium or contribution payments are made with pre-tax income."

Approved by the Board of Trustees on May 4, 2023, and effective as stated above.

**For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust**

T Moore

Trustee

TERRY A MOORE

Print Name

Dennis Hashin

Trustee

Dennis Hashin

Print Name

**AMENDMENT NO. 26  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Medical Trust (the “Trust”) does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the “Plan”), as follows:

**1. Section 1.7(a)(3)** is revised to clarify that the Trust’s pooled account may receive investment earnings and losses on Employee Account assets received by the Trust Office, prior to the Trust Office transferring such Employee Account assets to the investment portfolio selected by the Account Beneficiary. Therefore, the second sentence of **Section 1.7(a)(3)** is revised as follows, effective September 1, 2023:

“The pooled account is a common investment account for monthly Pooled Contributions. The pooled account will also include, and be credited or debited with, investment gains and losses from Contributions intended for an Employee Account prior to the Trust Office transferring those Contributions to the investment portfolio selected by the Account Beneficiary.”

**2. Section 3.5(a)(3)** is revised to clarify that the Plan will not credit investment gains and losses on Contributions to an Account Beneficiary’s Employee Account balance until the Trust Office transfers those new Contributions intended for an Account Beneficiary’s Employee Account to the investment portfolio selected by the Account Beneficiary, as indicated on the Account Beneficiary’s portfolio selection form. Therefore, **Section 3.5(a)(3)** shall read as follows, effective September 1, 2023:

“(3) Investment gains and losses on the Employee Account balance, net of any applicable investment fees or expenses, which shall be credited to, or deducted from, the Employee Account balance only on funds that the Trust Office has transferred to the investment portfolio selected by the Account Beneficiary, pursuant to rules established by the Trustees. Investment gains and losses earned on the Contributions intended for an Account Beneficiary’s Employee Account balance prior to the Trust Office transferring those Contributions to the investment portfolio selected by the Account Beneficiary will be credited to or debited from the Trust’s pooled account, and the Account Beneficiary has no right to these investment gains, nor does the Trust have any right to recoupment of these investment losses from the Account Beneficiary’s Employee Account.”

**3.** A new **Section 3.5(b)** is added as follows, effective retroactive to January 1, 2022, and the remaining Subsections of Section 3.5 are renumbered accordingly and references thereto are adjusted throughout the Plan.

“(b) Selection of Investments for Employee Account. In accordance with the rules set by the Trustees, Employees, Eligible Retirees, or Contributory Retirees may select an investment portfolio for the balance of their Employee Account only during the following periods, either: (1) upon the initial establishment of the Employee Account; or (2) during the annual investment selection period, provided the selection is made within the deadline

included in the investment selection packet. The investment selected during these two periods will remain in place until the next annual investment selection period. Employees, Eligible Retirees, and Contributory Retirees may not select an investment option for their Employee Account during any other period (e.g., no change in investment selection when the Employee Account receives additional funding).”

Approved by the Board of Trustees on November 15, 2023, and effective as stated above.

**For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust**

_____ / s / _____	_____ / s / _____
Trustee	Trustee
_____	_____
Print Name	Print Name

**AMENDMENT NO. 27  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Medical Trust (the “Trust”) does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the “Plan”), as follows:

**1. Clarification of Surviving Spouse Benefits.** The Board of Trustees amends the Plan to clarify that Surviving Spouses includes Surviving Spouses of Employees, not only Surviving Spouses of Eligible Retirees, who meet the requirements for eligibility for benefits, except for attainment of age 55 and separation from employment with a Participating Employer, and that the Surviving Spouse of an Employee or Eligible Retiree who has not yet attained the age of eligibility for benefits, shall receive benefits under the Plan for up to twenty-four months, prior to the date that the Surviving Spouse attains age 55. Therefore, the second sentence of **Section 1.22** is revised as follows, effective retroactive to September 1, 2008:

“**1.22 ‘Surviving Spouse’** means the lawful spouse, as defined in the Internal Revenue Code, who was in that status at least 12 months on the date of the Eligible Retiree’s death. Also, the Surviving Spouse of an Employee who satisfies Sections 2.1(a)(1), 2.1(a)(2), and 2.1(a)(3) shall be considered a Surviving Spouse.”

Additionally, Section 3.4(b) is revised to read as follows, effective retroactive to September 1, 2008:

“(b) Surviving Spouse and Surviving Children. The coverage of a Surviving Spouse of an Employee or Eligible Retiree who dies prior to the Eligible Retiree’s or Employee’s age 55 shall terminate after benefits have been paid for a period of twenty-four (24) consecutive months starting in the month after the death, and shall resume in the month that the Surviving Spouse attains the eligibility age of the deceased Employee, and continue until the Surviving Spouse’s death. The coverage under the Plan of Surviving Children shall terminate on the date that the last Surviving Child no longer meets the definition of a Child in Section 1.5 hereof.”

**2. Update to Plan Section References.** Effective retroactive to July 1, 2023, the reference to Section 1.8(a) and 1.8(b), as stated under Plan Amendment No. 25 is revised to Section 1.9(a) and 1.9(b) to reflect that Plan Amendment No. 25 amended the Sections 1.9(a) and 1.9(b) under the definition of “Covered Expenses.”

Approved by the Board of Trustees on November 15, 2023, and effective as stated above.

**For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust**

\_\_\_\_\_/ s / \_\_\_\_\_  
Trustee

\_\_\_\_\_/ s / \_\_\_\_\_  
Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**AMENDMENT NO. 28  
TO THE  
MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
PORAC RETIREE MEDICAL TRUST**

The Board of Trustees of the PORAC Retiree Medical Trust (the “Trust”) does hereby amend the Medical Expense Reimbursement Plan, restated effective January 1, 2022 (incl. Plan Amendments No. 1-21) (Dr. 11/1/21), and as amended thereafter (the “Plan”), as follows:

**1. Definition of Association.** The Board of Trustees amends the Plan to provide that the definition of Association includes labor organizations outside of California that meet the out-of-state limited membership requirements of PORAC. Therefore, the **Section 1.2** is revised as follows, effective when an Association from a fourth state commences contributions to the Trust:

“**‘Association’** means: (a) A lawful labor organization located in California that is a member association in PORAC, represents Employees, and is party to a Memorandum of Understanding with a Participating Employer; or (b) A lawful labor organization that represents Employees who are employed in states outside of California and that meet the requirements to be out-of-state limited member associations in PORAC, provided that participation of that organization in the Trust is approved by the Board of Trustees; or (c) Any rational class of employees of a participating employer that is the subject of a Special Agreement, provided that participation of that employee class in the Trust is approved according to rules set by the Board of Trustees.”

**2. Rate of Leave Transfers for Management Associations.** The Board of Trustees amends the Plan to provide that the percentage rate of accrued leave transfer that the Plan will accept for Associations of management employees cannot exceed the percentage of accrued leave transfer for non-management employees at the same employer. However, Associations of management employees who, prior to January 22, 2024, had MOU language providing for transfer of a higher percentage of accrued leave to the Plan than non-management employees at the same employer shall be permitted to maintain that MOU language in future MOUs. Therefore, effective for all other Associations of management employees on or after January 22, 2024, the following new sentences are added to the end of **Section 1.7(b)**:

“The percentage rate of allowable Leave Transfers for Associations of management Employees under this Plan shall not exceed the percentage rate of Leave Transfer set forth in the MOU of the non-management Employees at the same employer. I.e., the Plan shall not accept Leave Transfers for management Employees at a rate higher than for the non-management Employees at the same employer.”

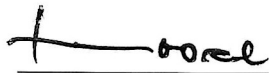
**3. Deposits of Leave Transfers** The last two sentences (not including the addition in Section 2 above) are deleted from Section 1.7(b), effective May 9, 2024 (i.e., the following sentences are deleted):

“Leave transfers shall be deposited, at least initially, into Individual Accounts. Under certain circumstances, Leave Transfers may be moved later to the Trust’s pooled account, as set forth in Sections 2.2(c) and 3.5(a) herein.”

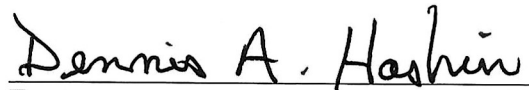


Approved by the Board of Trustees on January 22, 2024, and May 9, 2024, and effective as stated  
above.

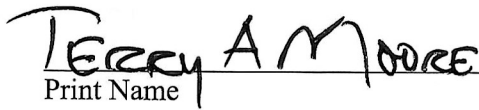
**For the BOARD OF TRUSTEES,  
PORAC Retiree Medical Trust**

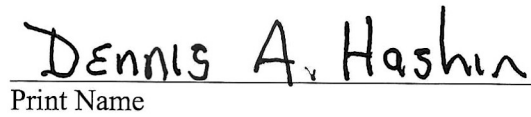


Trustee



Trustee

  
Print Name

  
Print Name