

**THE POST EMPLOYMENT HEALTH PLAN  
FOR COLLECTIVELY BARGAINED PUBLIC EMPLOYEES**

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**THE POST EMPLOYMENT  
HEALTH PLAN FOR COLLECTIVELY BARGAINED PUBLIC EMPLOYEES**

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**THE POST EMPLOYMENT  
HEALTH PLAN FOR COLLECTIVELY BARGAINED PUBLIC EMPLOYEES**

**ARTICLE I**

NAME: EFFECTIVE DATE

1.1 Name. This plan shall be known as The Post Employment Health Plan for Collectively Bargained Public Employees.

1.2 Effective Date. The Plan shall be effective as of February 20, 1991.

**ARTICLE II**  
**DEFINITIONS**

As used in this Plan, and except as otherwise provided herein, the following terms shall have the meaning hereinafter set forth:

2.1 "Account" shall mean an account established for a Participant pursuant to Section 7.1 hereof.

2.2 "Administrator" shall mean the person or entity possessing authority to control and manage the operation and administration of the Plan. The Administrator shall be the Corporation unless and until the Corporation resigns or is removed by the Unions and Employers in accordance with Article IX.

2.3 "Benefit" shall mean any payment made pursuant to Article VI hereof.

2.4 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.5 "Contribution" shall mean any contribution made to the Plan pursuant to Article V hereof.

2.6 "Corporation" shall mean Public Employee Benefit Services Corporation, its successors and assigns.

2.7 "Dependent" shall mean any person who, in relation to the Participant, satisfies the requirements under Code Section 152(a).

2.8 "Effective Date" shall mean February 20, 1991.

2.9 "Eligible Employee" shall mean an Employee who is eligible to participate in the Plan pursuant to the Employer's Participation Agreement.

2.10 "Employee" shall mean an individual who is employed by the Employer and is included in a unit of employees covered by a collective bargaining agreement between unions and one or more employers.

2.11 "Employer" shall mean a state or local government or political subdivision thereof that adopts the Plan by entering into a Participation Agreement with the Administrator. As the context requires, the term "the Employer" as used herein shall apply collectively to all entities that are Employers under the Plan or singly to an Employer.

2.12 "Employer Contribution" shall mean a contribution made pursuant to Section 5.1 hereof.

2.13 "Entry Date" shall mean the first day of any month in the calendar year.

2.14 "Health Care Insurance Premium" shall mean any amount used to purchase insurance coverage for health benefits, hospitalization, or other medical care as defined in Code Section 213 (d) (1).

2.15 "Health Care Insurance Premium Sub-account" shall mean a sub-account consisting of all Employer contributions designated to fund future Health Care Insurance Premium Reimbursements.

2.16 "Participant" shall mean an Employee or former Employee, or the surviving Dependents thereof, who has an Account under the Plan.

2.17 "Participation Agreement" shall mean the agreement between the Employer and the Administrator by which the Employer adopts the Plan, and which sets forth the terms of the Employer's adoption of the Plan, including: (a) the Employer's rate of contribution to the Plan, and (b) the class of Employees of the Employer who are eligible to participate in the Plan.

2.18 "Plan" shall mean The Post Employment Health Plan for Collectively Bargained Public Employees, as set forth in this document.

2.19 "Plan Year" shall mean the calendar year.

2.20 "Post-Employment Health Benefit" shall mean a payment made pursuant to Section 6.1 hereof.

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2.21 "Qualifying Medical Care Expenses" shall mean those expenses incurred solely for "medical care," as defined in Code Section 213(d)(1), rendered to the Participant or his Dependents. Examples of Qualifying Medical Care Expenses include, but are not limited to, the following:

- (a) Deductible and co-payments for medical care under any accident and health insurance plan of the Participant or Dependents;
- (b) Dental care, including routine dental checkups, orthodontia, and dentures;
- (c) Eye care, including examinations, glasses, and contact lenses;
- (d) Hearing care, including examinations and hearing aids;
- (e) Routine physical examinations;
- (f) Prescription drugs;
- (g) Any other medical care item which is approved by the Administrator and which is consistent with the definition of "medical care" within the meaning of Code Section 213(d)(1); and
- (h) Health Care Insurance Premiums.

2.22 "Qualifying Medical Care Expense Sub-account" shall mean a sub-account consisting of all Employer contributions designated to fund future Qualifying Medical Care Expense reimbursements.

2.23 "Trust Agreement" shall mean the agreement described in Article III hereof, establishing the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees.

2.24 "Trust Fund" shall mean the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees and its assets and investments held at any one time by the Trustee.

2.25 "Trustee" shall mean the Trustee, or any successor Trustee, designated in accordance with the terms of the Trust Agreement.

2.26 "Union" or "Unions" shall mean any collective bargaining representative group who has negotiated participation under the plan with an employer and who meets the conditions for participation as adopted by the

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Administrator from time to time.

2.27 "Valuation Date" shall mean each day in which the New York Stock Exchange and the Corporation's home office are open for business.

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## ARTICLE III

### TRUST

3.1 Trust Agreement. All Contributions shall be paid into, and all Benefits provided for herein shall be paid from, the Trust Fund. The Trust Agreement shall be in such form and contain such provisions as the parties may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of the Administrator and Trustee to amend the Trust Agreement, the authority of the Administrator to settle the accounts of the Trustee on behalf of all persons having an interest in the Trust Fund, and the authority of the Administrator, subject to the approval of the Employers employing and Unions representing a majority of the Participants then participating in the Plan, to remove a Trustee and appoint a successor trustee. When entered into, the Trust Agreement shall form a part of the Plan, and all rights and benefits that may accrue to any person under the Plan shall be subject to all the terms and provisions of the Trust Agreement.

3.2 Trust Fund. In no event shall any part of the principal or income of the Trust Fund be paid to or reinvested in the Employer, or be used for any purpose whatsoever other than the exclusive benefit of the Participants and their Dependents and defraying the reasonable expenses of the Plan. Notwithstanding the preceding, Contributions shall be returned to the Employer only under the following circumstances:

- (a) If a Contribution is made by the Employer by a mistake of fact;
- (b) If the Internal Revenue Service determines that the Trust is not tax-exempt under Code Section 501(a); or
- (c) If the Internal Revenue Service determines that the Trust has unrelated business taxable income under Code Section 512(a)(3)(E).

3.3 Investment of Trust Fund. The Trustee shall invest and reinvest the Trust Fund and the income therefrom in accordance with the terms of the Trust Agreement.

3.4 Valuation of the Trust Fund. The value of the Trust Fund shall be determined as of each Valuation Date, as follows:

- (a) The value per share of a security listed for trading on a national

securities exchange shall be the closing price per share at which such security was traded on the exchange on the day as of which the value is to be determined (or, if such security was not traded on that day, on the last preceding day on which it was traded); provided, that if a security is listed for trading on two or more national securities exchanges, the national securities exchange upon which principally it is traded shall be deemed to be the only such exchange on which it is listed;

(b) The value per share of a security regularly traded in the over-the-counter market shall be the mean between the highest price bid and the lowest price asked per share of that security on a day as of which the value is to be determined (or, if no quoted bid and asked prices are available for that day, on the last preceding day for which quoted bid and asked prices are available)

(c) The unit value of any underlying option available under a variable annuity will be calculated as of the close of the New York Stock Exchange on the last business day prior to the date Valuation Date is to occur;

(d) The value of any other investment shall be the fair market value thereof on the day as of which the value is to be determined, as determined by the Trustee; and

(e) There shall be added/deducted from the value of the investments any income or liabilities due or accrued and properly chargeable thereto.

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**ARTICLE IV**  
**ELIGIBILITY TO PARTICIPATE**

4.1 Eligibility To Participate. Each Employee shall become a Participant on the Entry Date coincident with or next following the later of (a) the date on which he becomes an Eligible Employee, or (b) the effective date of the Employer's Participation Agreement.

4.2 Ceasing to Be an Eligible Employee. A Participant who ceases to be an Eligible Employee shall remain a Participant, but shall have no Employer Contributions made on his behalf. The Employer shall resume making Contributions on behalf of such Participant commencing on the Entry Date coincident with or next following the first date thereafter that he again becomes an Eligible Employee.

4.3 Dispute as to Eligibility. In the event of a dispute as to the eligibility of any individual to participate in the Plan, the decision of the Administrator as to such eligibility shall be final and conclusive for all purposes, however, the Administrator's decision shall not resolve any dispute that may exist between a Union and an Employer with respect to the Contribution obligations under the collective bargaining agreement.

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**ARTICLE V**  
**CONTRIBUTIONS**

5.1 Employer Contributions. The Employer shall contribute to the Plan on a periodic basis on behalf of each Eligible Employee who is a Participant during such period an amount specified in the Employer's Participation Agreement to the appropriate sub-account to fund Post Retirement Health Benefits. Pursuant to the Collective Bargaining Agreement, amounts contributed shall be segregated to either one or both of the following sub-accounts for (i) reimbursement of the Qualifying Medical Care Expenses not paid by insurance (Qualifying Medical Care Expense Sub-accounts) or (ii) reimbursement of Health Care Insurance Premiums (the Health Care Insurance Premium Sub-accounts). Amounts in each sub-account may not be used for any purpose other than as provided by Code sections 105, 106, 501(c)(9) and applicable Treasury regulations. Amounts used to reimburse Health Care Insurance Premiums may be paid from the Qualifying Medical Care Expense Sub-account only if all amounts in the Health Care Insurance Premium Sub-account are exhausted at the time the Employee submits the request for reimbursement.

Contributions may not vary among Eligible Employees to fund the Qualifying Medical Care Expense Sub-account and will be made as an equal dollar amount for each Eligible Employee. The annual minimum Contribution for each Eligible Employee is \$120. This minimum does not include Employer contributions from accumulated compensated absence benefits such as sick leave or vacation. All Contributions shall be made in a manner which satisfies the nondiscrimination rules found in Code section 105(h) or other applicable law.

Contributions to fund Health Care Insurance Premium Sub-accounts may be made as an equal dollar amount or as a percent of salary but such percent or dollar amount must apply to all Eligible Employees. If the Employer funds the Health Care Insurance Premium Sub-account on a percentage of salary basis, the minimum percentage of salary basis is 1/2 of 1% of each Eligible Employee's annual salary.

An Employer who has a compensated absence policy under which all Employees accumulate compensated absence pay may require all or a specified portion of accumulated compensated absence benefits be contributed to the Qualifying Medical Care Expense Sub-account in an equal dollar amount for each Eligible Employee. Compensated absence contributions will be made to the

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Health Care Insurance Premium Sub-account on the same percentage basis for each Eligible Employee.

5.2 Determination of Amount of Contributions. The Trustee shall not be under any duty to inquire into the correctness of the Contributions paid over to the Trustee hereunder; nor shall the Trustee or Administrator be under any duty to enforce the payment of the Contributions to be made hereunder. The Eligible Employees and Unions shall have sole responsibility and duty to enforce Employers' contribution obligations.

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## ARTICLE VI

### BENEFITS

6.1 Post-Employment Health Benefits. Upon a Participant's separation from service with the Employer for any reason, the Participant, or in the event of a deceased Participant, his Dependents, shall be entitled to be reimbursed from the Participant's Qualifying Medical Care Sub-account incurred by the Participant or his Dependents for Qualifying Medical Care Expenses and from the Participant's Health Care Insurance Premium Sub-account for Health Care Insurance Premiums incurred by the Participant, subject to the limits set forth in Section 6.3 hereof, provided that such Qualifying Medical Care Expenses will not be taken as a deduction on the Participant's or Dependents' federal income tax return. Post-Employment Health Benefits shall be funded solely by Employer Contributions made in accordance with Article V hereof into each respective sub-account from which benefits will be paid.

6.2 Notice by Employer. The Employer shall certify to the Administrator the date of a Participant's separation of service from employment with the Employer. The Administrator shall rely on any such certification in determining the extent to which a Participant or his Dependents shall be entitled to a Benefit under the Plan. In the case of a Participant's death, the Trustee shall require proof of the Participant's death prior to paying any Benefit to a Dependent under this Article VI.

6.3 Benefit Limits. Any Qualifying Medical Care Expense or Health Care Insurance Premium paid in accordance with Section 6.1 hereof is limited to the Participant's respective sub-account balance as of the Valuation Date immediately preceding the date the claim for such Benefit is submitted to the Trustee. If a claim for Benefits exceeds the sub-account balance at such date, the Trustee will pay the claim to the extent of the sub-account balance. If future amounts are credited to the Participant's sub-account, the Participant must submit a current claim form for reimbursement.

Only claims for Qualifying Medical Care Expenses and Health Care Insurance Premium Reimbursements will be payable under the Plan.

6.4 Timing and Method of Benefit Payment. All Benefit payments shall be made in cash as soon as administratively practicable following the date a claim for Benefits is submitted to the Administrator.

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6.5 Prohibition on Alienation. The rights of a Participant or Dependent to receive a Benefit shall not be subject to alienation or assignment, and shall not be subject to anticipation, encumbrance or claims of creditors except to the extent required by applicable law.

6.6 Forfeitures. If a Participant has no Dependents on the date of his death, he will forfeit the balance in his Account.

Benefit payments for Qualifying Medical Care Expenses which, if paid, would result in discrimination in violation of Code section 105(h), its regulations or any other applicable provision of law shall also be forfeited. A Participant's account may also be forfeited if the Administrator is unable to locate the Participant within 36 months after the Administrator sends a letter by certified U. S. mail, postage prepaid, to the Participant's last known address.

Any amount forfeited under this Section 6.6 shall be allocated on the Valuation Date coincident with, or immediately following, the date on which the Administrator determines that a forfeiture has occurred to the Accounts of all other Participants who (i) are (or were) employed by the forfeiting Participant's Employer and (ii) have an account balance on the Valuation Date. Forfeitures shall be allocated among the Participants in accordance with procedures established by the Administrator from time to time.

**ARTICLE VII**  
**ACCOUNTS**

7.1 Separate Accounts and Records. The Administrator shall maintain separate sub-accounts in the name of each Participant having an interest in the Trust Fund. A statement of a Participant's sub-account(s) as of the last day of each calendar quarter, and such other dates as the Trustee may determine in its discretion, shall be distributed within a reasonable time after such date showing:

- (a) the sub-account balance(s);
- (b) Employer Contributions credited to the Participant's sub-account(s);
- (c) gains and losses of the Trust Fund allocated to the Participant's sub-account(s);
- (d) Qualifying Medical Care Expenses and Health Care Insurance Premiums paid from the Participant's sub-account(s); and
- (e) administrative fees paid from the Participant's sub-account.

7.2 Valuation of Sub-Accounts. As of each Valuation Date, all income and gains (realized and unrealized) of the Trust Fund for the period since the next preceding Valuation Date (or, if there is no prior Valuation Date, since the Effective Date) shall be credited to, and all losses (realized and unrealized) and expenses of the Trust Fund for such period shall be charged to, the Participants' sub-accounts in proportion to their balances as of the next preceding Valuation Date (or as of the Effective Date, if there is no prior Valuation Date), provided, however, that if there has been a withdrawal from a Participant's account since the next preceding Valuation Date, such Participant's Account balance at the Valuation Date, rather than the next preceding Valuation Date, shall be used to allocate income, gains, losses and expenses to such Participant's sub-accounts.

**ARTICLE VIII**  
**CLAIMS PROCEDURE**

8.1 Written Claims. All claims for Benefits shall be made in writing in accordance with such procedures as the Administrator shall prescribe, including deadlines, documentation requirements and forms.

8.2 Denied Claims. If a claim for Benefits is denied in whole or in part, the Administrator shall furnish the claimant a written notice setting forth the reason for the denial, including reference to pertinent Plan provisions, describing any additional material or information that is required from the claimant and explaining why it is required, and explaining the review procedure set forth in Section 8.3 hereof. Such notice shall be given within five (5) business days of the date of denial.

8.3 Review Procedure for Denied Claims. Within 60 days of the denial of any claim for Benefits, a claimant may file a written request for a review of such denial by the Administrator. Any claimant seeking review of a denied claim is entitled to examine all pertinent documents and to submit comments in writing. Within 60 days after its receipt of a request for review of a denied claim, the Administrator shall render a written decision on its review which references the Plan provisions on which its decision is based.

## ARTICLE IX

### ADMINISTRATION OF THE PLAN

9.1 The Administrator. The Administrator shall be the Corporation unless and until the Corporation resigns or is removed by the Unions and Employers in accordance with Section 9.3 below. The Trustee shall administer the Plan in accordance with its terms. The Administrator shall have the authority to control and manage the operation and administration of the Plan and the responsibility of filing and distributing reports and returns with or to government agencies and Participants, and their Dependents as required under the Code and other applicable law.

The Administrator, by a written instrument, may delegate its responsibilities to control and manage the operation of the Plan and the responsibility to file reports and returns. If the Administrator has made such a delegation, the Administrator shall not be liable for any act or omission by the person to whom such responsibility is delegated.

To the extent permitted by law, the Trust shall indemnify each employee of the Administrator and any agent or person who has been appointed by the Administrator, against any liability (not reimbursed by insurance) incurred in the course of the administration of the Plan, except liability arising from his own negligence, willful misconduct or breach of fiduciary duty.

9.2 Agents. The Trustee may employ such agents, including counsel, as it may deem advisable for the administration of the Plan. Such agents may not be Participants. The fees of such agents shall be charged to the Participants' Accounts in accordance with Section 7.2 hereof.

9.3 Removal or Resignation. The Administrator may resign as Administrator at any time by a written instrument delivered to all Unions and Employers then participating in the Plan giving notice of such resignation. The Administrator may be removed, for cause relating to performance that fails to meet generally accepted standards, practices and procedures applicable to persons providing similar types of administrative services, by the Employers employing and Unions representing a majority of the Participants then participating in the Plan by a written notice delivered to the Administrator. In the event of a dispute over the execution of the duties of the Administrator, the dispute shall be subject to arbitration between the

Administrator and a representative(s) established by the Employers employing or Unions representing a majority of the Participants in the Plan. The Administrator shall be granted 180 days to cure any deficiencies identified by the arbitrator before any removal may be considered effective. Any notice of removal or resignation of the Administrator shall be effective 60 days after receipt by the Administrator or Employers and Unions, as the case may be, or at such other time as is agreed to by the Administrator and the Employers and Unions. If, within 60 days after notice of resignation or removal of the Administrator, the Employers and Unions have not designated a successor Administrator, the Administrator may apply to any court of competent jurisdiction for the appointment of a successor Administrator.

9.4 Successor Administrator. The Administrator, subject to the veto right described below, may appoint a successor Administrator. The Administrator shall provide 30 days' advance notice to the Employers and Unions that it has designated a successor Administrator. If Unions representing a majority of Participants and if Employers employing a majority of Participants object to the designated successor in writing to the Administrator within 30 days after the date of the Administrator's notification mailing, then the designation shall not become effective. If there is no sufficient objection, the Administrator shall deliver to the Trustee copies of: (a) a written instrument executed by the Administrator appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date.

If a vacancy in the office of Administrator occurs and the Administrator has not appointed a successor Administrator in accordance with the preceding paragraph, the Employers employing and Unions representing a majority of the Participants then participating in the Plan shall appoint a successor Administrator and shall deliver to the Trustee copies of (a) a written instrument executed by such Employers and Unions appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date. If the Administrator is removed by Employers and Unions in accordance with Section 9.3 hereof, the written instrument removing the Administrator shall also appoint a successor Administrator. Any successor Administrator shall have all the powers and duties of the original Administrator.

9.5 Administrative Fees. The Administrator shall be paid from the Trust Fund an administrative fee for each Participant equal to an amount determined from time to time in accordance with the Participation Agreement between the Administrator and the Participant's Employer. Such fees shall be charged against

the Participants' Account balances.

9.6 Powers of the Administrator. The Administrator shall have all such powers as may be necessary to carry out the provisions of the Plan, and the actions taken and the decisions made by the Administrator shall be final and binding upon all parties. The powers of the Administrator shall include, but not be limited to, the following:

- (a) To act for the Plan in accepting an Employer for participation in the Plan and in entering into a Participation Agreement with such Employer;
- (b) To establish conditions for participation in the Plan;
- (c) To determine all questions with regard to employment, eligibility, coverage, and other similarly related matters;
- (d) To determine all questions relating to the amount of any Benefits and all questions pertaining to claims for Benefits and procedures for claim review;
- (e) To prescribe procedures to be followed by Participants in filing claims for Benefits;
- (f) To prepare and distribute information explaining the Plan to Participants;
- (g) To appoint or employ individuals to assist in the administration of the Plan and any other agents deemed advisable, including banking, legal, accounting, and actuarial counsel;
- (h) To resolve all other questions arising under the Plan, including any questions of construction;
- (i) To take any such further action as the Trustee shall deem advisable in the administration of the Plan; and
- (j) To direct the Trustee to pay claims for Benefits either by issuing claims checks or by delegating the authority to issue claims checks in accordance with Section 9.1 hereof.

9.7 Records. The acts and decisions of the Administrator shall be duly recorded. The Administrator shall make available for examination by any claimant, during the business hours of the Administrator, a copy of this Plan and such records as may pertain to the computation of Benefits of such claimant.

9.8 Defect or Omission. Any defect, omission or inconsistency in this Plan shall be corrected by the Administrator by such action as may be necessary to correct such defect, supply such omission, or reconcile such inconsistency.

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9.9 Liability of Administrator. Except for its own negligence, willful misconduct, or breach of fiduciary duty, neither any Employee of the Administrator nor any agent or other person appointed by the Administrator shall be liable to anyone for any act or omission in the course of the administration of the Plan.

9.10 Funding Policy. The Administrator shall establish and review a funding policy consistent with the objectives of the Plan.

## ARTICLE X

### AMENDMENT AND TERMINATION

10.1 Amendments. The Administrator, through its board of directors, reserves the right to amend this Plan at any time in such manner as it may be necessary or advisable in order to qualify and retain the qualification of the Trust Fund as a voluntary employees' beneficiary association in accordance with Code section 501(c)(9), and any such amendment may, by its terms, be retroactive, and to amend, alter, modify or suspend, in whole or in part, any provision or provisions of this Plan at any time, retroactively or otherwise, by written notice to the Trustee, the Employers and the Unions. In any event, no such amendment shall:

- (a) increase the duties or obligations of the Trustee or Employer without its written consent;
- (b) decrease any Participant's Account balance; or
- (c) cause or permit any portion of the corpus or income of the Trust to revert to, or become the property of, or be used for the benefit of the Employer, or divert any portion of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and their Dependents.

10.2 Termination and Discontinuance of Contributions. All of the Employers and Unions then participating in the Plan collectively may terminate the Plan at any time by notice to the Administrator and Trustee. The Plan shall terminate if all participating Employers withdraw from the Plan in accordance with Section 11.6. Upon termination of the Plan, Benefits shall be paid by the Trust Fund or by such other means determined by the Administrator in accordance with the Trust Agreement until all liabilities under the Plan to Participants have been satisfied.

**ARTICLE XI**  
MISCELLANEOUS

11.1 Rights of All Interested Parties Determined by Terms of the Plan. The Plan and Trust are voluntarily entered into by the Employer, pursuant to a collective bargaining agreement. The Trust shall be the sole source of Benefits provided under the Plan, and in no event shall the Administrator or Employer be liable or responsible therefor. The Plan shall be binding upon all parties thereto and all Participants, and upon their respective heirs, executors, administrators, successors, and assigns, and upon all persons having or claiming to have any interest of any kind or nature under the Plan or the Trust.

11.2 No Employment Rights Created. The creation and maintenance of the Plan shall not confer any right to continued employment on any Employee, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been established.

11.3 Number and Gender. Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the feminine to include the masculine and neuter, and the neuter to include the masculine and feminine.

11.4 Notice to Employees. Notice of the existence and the provisions of this Plan and amendments thereto shall be communicated by the Employer or Union to all persons who are, or who become Eligible Employees.

11.5 Notification of Address. Each person eligible to receive Benefits shall notify the Administrator in writing of his post office address and any change of post office address thereafter. Any communication, statement or notice addressed to such person at his last post office address as filed with the Administrator (or if no post office address was filed with the Administrator, then his last post office address shown by the Employer's payroll records) will be binding upon such person for all purposes of this Plan, and neither the Employer nor the Administrator shall be obligated to search for or ascertain the whereabouts of any such person.

11.6 Withdrawal of Employer. If an Employer withdraws from the Plan, it shall no longer be a participating employer in the Plan. In such event, the Administrator shall maintain the Accounts of each Participant who is or was an Employee of such Employer, and shall pay Benefits to each such Participants in accordance with the terms of the Plan. Expenses of the Trust fund and administrative fees shall be charged against such Participants' Accounts in accordance with Section 7.2 and 9.5 hereof for as long as such Accounts are maintained by the Administrator.

11.7 Headings. The headings and subheadings in this Plan are inserted for convenience and reference only and are not intended to be used in construing this Plan or any provision hereof.

11.8 Governing Law. This Plan shall be construed according to the law of the State of Illinois and applicable Federal Law and all provisions hereof shall be administered according to the law of the State of Illinois and applicable federal law.

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