

**MIRAMAR FIREFIGHTERS' LOCAL 2820
VEBA TRUST FUND**

BENEFIT PLAN

Summary Plan Description

As of

September 1, 2019

INTRODUCTION

To All Participants:

We are pleased to present this booklet, the Summary Plan Description ("SPD"), which describes the major features of the Miramar Firefighters' Local 2820 Veba Trust Fund Benefit Plan.

This booklet is intended to be an easy-to-read description of the Plan. It describes eligibility rules, benefits, claim procedures and information about the administration of the Plan. The Plan is governed by certain documents, including your Collective Bargaining Agreement, the Plan Document, and the Trust Agreement. We have tried to describe the benefits here just as they are written in those documents. However, if there is any difference between the terms of this booklet and those of the governing documents, the governing documents will control. Capitalized terms in this SPD are used in the same manner as they are used in the Plan Document.

This SPD does not constitute a contract of employment or insurance.

Please keep this booklet in a safe place for quick reference. If you have any questions about your eligibility or the benefits to which you are entitled, please contact the Plan's administrative office:

BOARD OF TRUSTEES
MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
c/o Joan Wall, Plan Administrator
3851 West State Road 84, Apt. 101
Davie, FL 33312

Sincerely,

BOARD OF TRUSTEES

PURPOSE OF THE VEBA TRUST FUND

The Miramar Firefighters' Local 2820 Veba Trust Fund was created to provide health, sick, accident and severance benefits to eligible firefighters and retired firefighters of the City of Miramar, as provided in the Plan Document, and summarized in this SPD.

DEFINITIONS

Board of Trustees - The Board of Trustees of the Miramar Firefighters' Local 2820 Veba Trust Fund, appointed in accordance with the Agreement and Declaration of Trust of the Miramar Firefighters' Local 2820 VEBA Trust Fund to administer the Trust Fund and the Plan.

Collective Bargaining Agreement - Any collective bargaining agreement to which the Union is a party, including any extension, amendment, modification, renewal or successor thereof, and which requires Employers to make payments to this Trust.

Contributions - The payments required to be made to the Fund by an Employer for or on behalf of an Employee.

Designated Beneficiary – An individual, or several individuals, designated by a Participant on a form approved by the Board of Trustees, to receive any benefits payable under the Plan on account of the death of the Participant.

Dependent - An individual who, with regard to a Participant, satisfies the definition of Dependent in Section 152 of the Internal Revenue Code.

Retiree – A former Employee who has terminated service for the City of Miramar and who receives a benefit (termination, death, disability, early retirement, or normal retirement) from the Miramar Firefighters Pension Trust Fund.

Employer -

- (a) The City of Miramar, Florida, a Florida municipality;
- (b) The Union, with regard to employees of the Union for whom the Union is obligated to contribute to the Fund;

Employee -

- (a) Any person who is employed by an Employer other than the Union, and who is represented by the Union;
- (b) An elected or appointed officer or employee of the Union, its state or district affiliate, council, or international parent body, who was a Participant in the Trust at the time he or she became an employee of the Union.

Medical Expenses – Amounts paid by an Eligible Retiree for medical care, as defined in Section 213(d) of the Internal Revenue Code and 26 C.F.R. §1.213(e) of the Treasury Regulations, for such individual, the spouse of said individual, and any Dependent of said individual, but only to the extent said amounts are not compensated for by insurance or otherwise.

Participant – An Employee or Retiree.

Plan - The plan of benefits provided in the Plan Document of the Miramar Firefighters' Local 2820 Veba Trust Fund.

Spouse - The person lawfully married to the Employee under the laws of any State on the date giving rise to a claim for benefits hereunder.

Trust Fund - The trust created by the Agreement and Declaration of Trust of Miramar Firefighters' Local 2820 Veba Trust Fund, including, but not limited to all funds received in the form of Contributions, all investments made and held by the Board of Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of the Agreement and Declaration of Trust.

Union – Professional Firefighters of Miramar, Broward County, IAFF, Inc., Local 2820, its successors and assigns.

PARTICIPATION AND PARTICIPANT BENEFIT ACCOUNTS

Your participation in the VEBA begins as of the date upon which the VEBA receives contributions from the City of Miramar on your behalf. Please refer to the Collective Bargaining Agreement to learn more about the contributions that the City is required to make to the VEBA on your behalf.

Effective the date upon which contributions are received on your behalf, an individual Participant Benefit Account ("PBA") will be established for you. All contributions made on your behalf will be credited to your PBA.

Your PBA is for accounting purposes only. You do not have any right or entitlement to your PBA other than through the payment of benefits as provided herein. From time to time, in the sole discretion of the Board of Trustees, your PBA will be credited or debited with returns on the VEBA's investments.

If your PBA is inactive (i.e., no claims presented) for a period of five consecutive years, the Board of Trustees may, in its sole discretion, and in accordance with uniform rules and procedures, deem the balance in your PBA to be forfeited. In such case, the balance of your PBA will become available for the payment of administrative expenses of the Trust Fund.

In addition to ordinary administrative costs relating to the administration of the Fund, your PBA may be debited the amount of any administrative expenses incurred by the Fund in relation to your particular account. Such administrative expenses may include, but are not limited to costs related to, the research and/or production of an additional copy of your annual benefit statement, a response to a subpoena relating to your benefit account, requests for information relating to claims submitted more than one year prior to the request, etc. To the extent reasonably possible, you will be informed of the amount of any such administrative fees prior to the performance of the service to which the expense relates.

BENEFITS

Tax-Free Benefits

Benefits for Employees are limited to an annual maximum of twenty percent (20%) of the Employee's Participant Benefit Account. If you are a member participating in the DROP you are still subject to the 20% limit.

Once you have separated service from employment with the City you are no longer subject to the 20% cap on your Participant Benefit Account.

The value of the following benefits are not subject to federal income tax:

(a) Health Insurance and Long Term Care Premium Benefits. Benefits are payable under this Plan for any health insurance premium payments that you make for coverage for yourself, for your Dependent(s) and/or for your Spouse. You must submit written proof that payment for such premiums was paid by yourself, your Dependent(s) or your spouse. Alternatively, you may direct the VEBA to make payments directly to the provider of such insurance.

(b) Reimbursement of Uninsured Medical Expenses. The Plan will reimburse uninsured medical expenses (as defined in the Definitions section hereof) that you incur, and/or that are incurred by your Dependent(s) and/or Spouse. Claims shall be submitted to and paid by the Plan on a quarterly basis. It is your responsibility to provide the Plan with information necessary to process each claim.

(c) Burial Benefits. The Plan will pay or reimburse funeral, burial and cremation expenses relating to your death, or to the death of your Dependent and/or Spouse. Payment shall be made upon presentation of an invoice or paid receipt from a funeral home, cemetery, burial society, or monument company.

(d) Child Care Expenses. The Plan will pay or reimburse expenses for household and dependent care services necessary for gainful employment as that term is defined in §1.21-1 of the Internal Revenue Code Regulations for your dependents, upon presentation of an invoice or paid receipt from the child care provider. If the child care provider is not a licensed commercial child care provider (for example, if the child care is provided by a family member or friend), then the claim must be supported by a copy of both sides of the cancelled check used to pay the non-commercial child care provider.

(e) Educational and Summer Camp Benefits for Dependents. The plan will pay or reimburse you for summer camp expenses for preschool and school-age Dependents.

Taxable Benefits

The value of the following benefits is subject to federal income tax. The following benefits will be reported to the IRS as a taxable income to the member. Benefits for Employees are limited to an annual maximum of twenty percent (20%) of the Employee's Participant Benefit Account. If you are a Retiree, you are not subject to the limit:

(a) Vacation Expenses. The Plan will pay or reimburse vacation expenses for you, your Spouse and your dependents, including transportation fares, vehicle rental, lodging expenses, vacation meals, admissions, and vacation package costs, upon presentation of an invoice or paid receipt from a common carrier (i.e. air, train, bus or cruise line), lodging establishment, auto rental company, restaurant, travel agent, attraction and/or similar vendor.

(b) Housing Assistance. The Plan will pay or reimburse housing expenses that you incur for the purchase, rental, or renovation of your primary residence, including down payment, closing

costs, bank or mortgage company fees, mortgage interest buy-downs and initial rent costs (such as security and utility deposits and first and last months' rent). You must submit invoices, closing statements, or paid receipts to receive housing assistance benefits.

(c) Disaster Relief. If your primary residence becomes uninhabitable due to fire, flood, windstorm, collapse or evacuation by governmental authorities, the Plan will pay or reimburse the Member for temporary living expenses upon presentation of an invoice or paid receipt.

(d) Education or Training Benefits. The Plan will pay or reimburse you for expenses that you incur for tuition, books and fees for education or training courses taken at any accredited or licensed institution of post-secondary or vocational education. This benefit is for expenses incurred by Participants only, and does not apply to expenses incurred their Spouses and or Dependents. You must submit an invoice or paid receipt and attest that the educational expense is not also paid or reimbursed by your employer, scholarship, veteran's benefits, or any other third party.

(e) If you have exhausted all sick and vacation leave credits with the City and remain absent from work due to illness or injury, or are granted permission by the City to take a vacation, you shall, upon application made to the Trust, receive a benefit for each such absence equal to the amount you would have earned if you had not been absent from work. The benefit shall be paid to the City, which shall disburse the benefit to you as part of your regular paycheck. The benefit is available only to Employees, and not to a Retiree, Spouse or Dependent

(f) Term Life Insurance. The Plan will pay or reimburse you for premiums for term life insurance on your life.

Filing Claims for Benefits and Appealing Denied Claims

Claims for benefits must be filed directly with the Third-Party Administrator at the following address:

BOARD OF TRUSTEES
MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
c/o Joan Wall, Plan Administrator
3851 West State Road 84, Apt. 101
Davie, FL 33312

You must file a notice of claim by no later than one (1) year after the occurrence of the event or expense giving rise to the claim.

Upon receiving your notice of claim, the Board of Trustees will provide you with a proof of claim form. You must return a completed and signed proof of claim form, and include receipts related to the claim, in order for your claim to become effective.

If your claim is denied for any reason, you have the right to appeal the denial. The Plan document requires the Board of Trustees to notify you of the following information if your claim for benefits is denied:

- (a) specific reason(s) for denial;
- (b) a reference to the specific provision(s) of the Plan on which the denial is based;
- (c) a description of any additional material or information necessary to perfect the claim and the reason why such material or information is needed; and
- (d) an explanation of the Plan's Claim Review Procedures.

If you receive a denial of your claim that does not include the foregoing information, please notify the Board of Trustees immediately.

As shown above, any denial of benefits should explain to you the procedures for appealing the denial, including any time limits within which a request for an appeal must be filed.

Inspecting and Copying information related to the Plan

You are entitled to inspect and/or receive copies of information related to the Plan, including but not limited to, the Agreement and Declaration of Trust, the Plan Document, the Collective Bargaining Agreement(s) related to the Plan, etc.

You should address your request to the Board of Trustees at the following address:

BOARD OF TRUSTEES
MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
c/o Joan Wall, Plan Administrator
3851 West State Road 84, Apt. 101
Davie, FL 33312

Amendment and Termination of the VEBA Trust Fund

The Agreement and Declaration of Trust, and the Plan Document, confer upon the Board of Trustees, the sole and exclusive authority to amend and to terminate the Plan. Please see the Agreement and Declaration of Trust and the Plan Document for more information about how the Plan may be amended and terminated.

IMPORTANT INFORMATION ABOUT THE PLAN

PLAN NUMBER 001
EFFECTIVE DATE July 1, 2001
PLAN YEAR January 1 through December 31

The Name and Address of the Plan Sponsor and the Plan Administrator is:

**BOARD OF TRUSTEES
MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
c/o Joan Wall, Plan Administrator
3851 West State Road 84, Apt. 101
Davie, FL 33312**

The Name and Number of this Plan is:

**MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND
PLAN NUMBER 001**

The type of benefits provided under this Plan is:

LIFE, SICK, ACCIDENT, and other benefits permitted under Section 501(c)(9) of the Internal Revenue Code

LEGAL PROCESS:

Service of Legal Process against the VEBA may be made upon:

Robert A. Sugarman, Esquire
Sugarman & Susskind, P.A.
100 Miracle Mile
Suite 300
Coral Gables, FL 33134

PLAN FUNDING INFORMATION:

Funding of this Plan is accomplished through contributions made by the City of Miramar to the trust fund known as the "MIRAMAR FIREFIGHTERS' LOCAL 2820 VEBA TRUST FUND", from which all benefits described in this Plan Document, and costs incidental to the operation of the Plan, will be paid. The Trustees of this Trust Fund may purchase Excess Risk Insurance, from an insurance company of their choice, to protect the assets of the Fund. The Trustees of the Fund responsible for the management of the affairs of the Plan and the assets of the Fund, who may be contacted at the address provided below are:

**Chairman, Noel Marti
Vice Chairman, Luis Rodriguez
Trustee Frank Ruiz
Trustee Rolando Agrenot
Trustee Rancel Caballero**

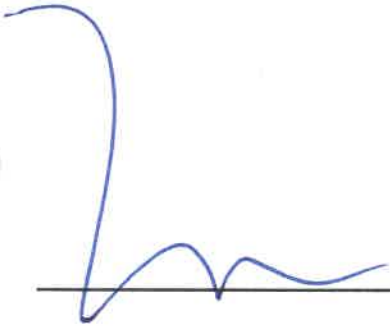
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SIGNATURES


IN WITNESS WHEREOF, the Board of Trustees have caused this Summary Plan Description to be accepted and authorized for distribution to the membership on this 10th day of March, 2020.











Witnessed By: 
