

**WEST PALM BEACH POLICE BENEVOLENT ASSOCIATION
AND THE CITY OF
WEST PALM BEACH POLICE**

V.E.B.A.

RESTATED PLAN OF BENEFITS

**Effective Date: October 1, 2004
Rev. December 29, 2004
Rev. March 14, 2014
January 7, 2019
March 11, 2022**

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A. PURPOSE

Pursuant to the provisions contained herein, the purpose of the Fund is to provide full or partial reimbursement for health insurance premiums or other qualified benefits permitted under Section 501(c)(9) of the Internal Revenue Code.

B. DEFINITIONS

Amendment means a formal document that changes the provisions of the Plan Document, duly signed by the Board of Trustees of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund ("Fund").

Covered Person means an Employee who meets the Benefit Eligibility criteria contained in this Plan of Benefits. An Employee participating in the Deferred Retirement Option Plan ("DROP") is not a Covered Person under this Plan. **For purposes of payment of survivor benefits, a Covered Person also includes an Active Employee who dies before retirement and has more than 15 years of service at the date of their death.**

Effective Date is October 1, 2004.

Employee means all employees of the City of West Palm Beach Police Department on or after September 30, 2004, who are certified as police officers as a condition of employment and for whom contributions have been made to the Fund

Employer means the City of West Palm Beach, Florida.

Fund or Trust Fund means the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund.

Plan of Benefits or Plan Document means the benefits and provisions for payment of benefits as set for the herein by the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund.

Plan Administrator means the Board of Trustees of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund.

Plan Year means January 1 to December 31 each year.

Police Officer means any person who is elected, appointed, or employed full time by any municipality, who is certified or required to be certified as a law enforcement officer in compliance with s. 943.1395, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in s. 943.10(6) and (8), respectively.

Retired or Retirement means:

- (1) reaching age 50 with at least 20 years of service;
- (2) reaching age 55 with at least 15 years of service; or
- (2) 25 years of service regardless of age;

and termination of employment with the City of West Palm Beach Police Department and receipt of a pension benefit from the City of West Palm Beach Police Pension Fund.

For purposes of this Plan of Benefits retirement does not include vested deferred

retirement or disability retirement, unless the member has 15 years of service. An Employee participating in the DROP is not eligible for benefits until after the DROP participant terminates employment with the City Police Department.

Salary means total cash remuneration paid by the employer to an eligible employee for services rendered, excluding lump sum payments for accumulated leave such as accrued vacation leave, accrued sick leave, and accrued personal leave.

Effective January 1, 2005, overtime hours earned and paid in excess of 400 hours in any twenty-six consecutive pay periods shall be excluded from the definition of salary; prior to January 1, 2005, all overtime hours earned and paid shall be included in the definition of salary and shall not be limited by any cap. This definition of compensation shall not include off-duty employment performed for vendors other than the City of West Palm Beach per Article 30, Pension Plan and Section 5 of the collective bargaining agreement between the Palm Beach County Police Benevolent Association and the City of West Palm Beach.

Surviving Spouse or Spouse means the spouse to whom a Covered Person was married at the time of his or her death provided that the parties were married at least one year before the Covered Person's death.

Trust or Trust Agreement means the Agreement and Declaration of Trust establishing the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund on October 1, 2004.

Trustees means the Board of Trustees of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund.

Union means the Palm Beach County Police Benevolent Association.

Years of Service means an employee's years and completed months of employment with the City of West Palm Beach Police Department as a certified police officer, for which contributions have been made by the employer, including employment during DROP participation.

C. ELIGIBILITY FOR BENEFITS

BENEFIT ELIGIBILITY. An Employee shall become a Covered Person eligible for benefits under this Plan of Benefits on or after the first month following the date the Employee has Retired, provided a minimum of five years of contributions have been made to the Fund, the Employee has submitted an Application for Benefits, and submits proof of health insurance coverage and/or proof of other qualifying expenses.

The Covered Person's surviving spouse, provided the marriage was at least one year before the Covered Person's death, is eligible for a Survivor Benefit from this Plan of Benefits.

If an Employee does not Retire or has been subject to forfeiture of Retirement Benefits pursuant to Florida Statutes §112.3173, then the Employee shall not receive any benefits from this Plan.

BENEFIT APPLICATION. In order to receive benefits under this Plan of Benefits, an Employee must submit a completed Application for Benefits Form (which may be obtained from the Plan Administrator) to:

Board of Trustees
West Palm Beach Police Benevolent Association
Retiree Health Benefit Fund
c/o 2100 North Florida Mango Road
West Palm Beach, Florida 33409

A completed Application for Benefits Form should be submitted within 90 days after

the Employee retires, but may be submitted any time thereafter. However, under no circumstances will benefits be paid retroactively for a period of more than six months from when the completed Application for Benefits Form is submitted.

TERMINATION OF BENEFITS. Benefits will terminate on the last to occur of the following:

1. The date a person ceases to be eligible for benefits;
2. The date the Covered Person dies without a surviving spouse;
3. The date a surviving spouse receiving benefits dies; or
4. The date the Plan of Benefits is terminated.

D. CONTRIBUTIONS

EMPLOYER CONTRIBUTIONS. The Employer shall make contributions or payment to the Trust Fund as follows:

1. Effective the first full payroll period after January 1, 2005, 2% of each Employee's Salary
2. Effective the first full payroll period after January 1, 2006, 3% of each Employee's Salary
3. Effective the first full payroll period after January 1, 2007, 4% of each Employee's Salary

The Employer may also be required to make contributions in such amount and under such terms as are provided for in the applicable collective bargaining agreement in effect from time to time between the Employer and the Union. Such payments shall be made immediately following each bi-weekly payroll.

RECEIPT OF PAYMENT AND OTHER PROPERTY OF TRUST.

The Board of Trustees may also receive such other payments made to the Trust Fund.

E. SCHEDULE OF BENEFITS

CALCULATION OF BENEFIT. The Fund will pay the following benefits monthly beginning January 1, 2005, to a Covered Person:

\$425 per month, for each month during which the Covered Person is alive on the first day of the month, for the twelve month period ending December 31, 2005.

For Plan Years beginning January 1, 2006, monthly benefits will increase each January 1st by 4.25%.

For Plan Years beginning January 1, 2014, monthly benefits will increase each January 1st by 2% unless the Trustees² determine not to pay the increase because of the actuarial condition of the Fund.

Effective January 1, 2019, the benefit increase date will move to July 1st. This 2% increase will be made, unless the Trustees determine not to pay the increase because of the actuarial condition of the Fund. This provision is subject to periodic review by the Board of Trustees.

Beginning January 1, 2022, the assumed investment rate of return shall be 7.25 percent.

For Plan Years beginning January 1, 2022, monthly benefits will increase each July 1st by 2.75% unless the Trustees' determine not to pay the increase

because of the actuarial condition of the Fund.

Below is a schedule of benefit increases:

<u>Percentage</u> <u>Contribution</u> <u>Rate</u>	<u>Valuation</u> <u>Date</u>	<u>Dollar Benefit</u> <u>Level</u>	<u>Benefit</u> <u>Effective Date</u>
2.0%		\$425.00	April 2005
3.0%		\$443.00	December 2005
4.25%		\$461.83	January 2007
4.25%	5/31/2008	\$481.46	January 2008
4.25%	5/31/2013	\$501.92	January 2010
2.0%		\$511.96	January 2014
2.0%		\$522.20	January 2015
2.0%		\$532.65	January 2017
2.0%		\$543.29	January 2018
<u>2.0%</u>		<u>\$554.15</u>	<u>July 2020</u>
<u>2.0%</u>		<u>\$565.23</u>	<u>July 2021</u>
	<u>7/1/21</u>		

TIME OF PAYMENT OF BENEFIT. After receiving a completed Application for Benefits Form and verifying Benefit Eligibility, the Fund will calculate the monthly allowance and provide payment from the first of the month coincident with or next following Retirement as defined herein.

Benefit payments will be made monthly, so long as proof of eligible expenses is submitted, until the death of the Covered Person or, if applicable, the death of a surviving

spouse. If proof of eligible expenses is not submitted, then the monthly amount shall accumulate without interest until used or until benefits under the Plan of Benefits would otherwise terminate. Proof of eligible expenses must be submitted within 180 days of being incurred.

All payments will be sent to the Covered Person's last known address as provided for on the Application for Benefits Form, unless and until the Covered Person provides written notice of a change of address to the Plan Administrator. If any payment is returned to the Fund as a result of the failure of the Covered Person to provide a change of address, no further payments will be made unless and until the Covered Person provides written notice of the change of address to the Plan Administrator.

SURVIVOR BENEFIT. At the time of the death of a Covered Person, a survivor benefit will be paid to the Covered Person's surviving spouse for the remainder of his or her lifetime, provided the Covered Person had been married to the surviving spouse at the time of his or her death and they had been married for at least one year at the time of his or her death. **If the Covered Person dies before retirement but after reaching 15 years of service and leaves a surviving spouse, the Survivor Benefit will be paid when the Covered Person would have reached Normal Retirement.**

The Survivor Benefit shall be equal to 50% of the monthly Benefit the Covered Person was entitled to receive at the time of the Covered Person's death plus any accumulated unused benefits, however a surviving spouse shall receive 100% of the Covered Person's monthly benefit for two months following the death of the Covered Person. **The full two month benefit is not payable to the surviving spouse of a**

Covered Person who dies before reaching retirement. The 50% benefit to the surviving spouse shall be reduced by one percent (1%) for each year that the surviving spouse is more than ten years younger than the Covered Person based on attained ages on the date of death. Notice of the death of a Covered Person must be provided to the Plan Administrator by the surviving spouse within 90 days after the death or the Survivor Benefit shall be forfeited. The surviving spouse benefit is also subject to a 2.0% annual increase each July 1 **provided an increase is granted.**

NON-VESTED BENEFIT. The benefits provided in the Plan Document are non-vested benefits. The Board of Trustees reserves the right to amend, modify, revoke, suspend, terminate or change the Plan of Benefits, in whole or in part, at any time.

NON-REFUNDABLE CONTRIBUTIONS. All contributions made to the Fund by or on behalf of any Employee are non-refundable. If contributions are made to the Fund, and later, for whatever reason, the Employee does not meet all of the Eligibility Requirements under the Plan Document, the Employee shall forfeit all contributions made to the Fund.

F. RIGHT OF RECOVERY

Whenever payments have been made by this Fund in excess of the correct benefit payable, for whatever reason, the Trustees have the right to recover such excess payments from any person to whom, for or with respect to whom such payments were made, by whatever means are necessary including offset of future payments, plus the costs incurred by the Fund associated with recovery, including investigations charges, auditor's fees and attorney's fees, as necessary. In addition to the right of recovery, the

Trustees reserve the right to terminate a Covered Person's eligibility or Surviving Spouse's Benefit for misrepresentation or fraud.

G. CLAIMS REVIEW PROCEDURE

1. If a Claim for Benefits is denied or partially denied, the affected person will be notified in writing within a reasonable amount of time and given an opportunity for a review.
2. The written denial will give:
 - a. Specific reason(s) for denial;
 - b. A reference to the specific Plan Document provision(s) on which the denial is based;
 - c. A description of any additional material or information necessary to perfect the claim and the reasons why such material or information is needed; and
 - d. An explanation of the Plan Document Claim Review Procedure.
3. Review and Appeal Procedure:
 - a. Where a claim has been denied, or partially denied, an appeal may be made and a subsequent review will be performed.
 - b. Within thirty (30) days after receipt of written notice that the claim has been denied, or partially denied, the affected person or his/her designated representative may make a written appeal for review to:

**Board of Trustees
West Palm Beach Police Benevolent Association
Retiree Health Benefit Fund
c/o 2100 North Florida Mango Road
West Palm Beach, Florida 33409**
 - c. The affected person or his/her designated representative may review

pertinent documents relating to the denial and may submit issues and comments in writing.

4. Decision on review:

The Trustees shall make determination of appealed claims by providing a full and fair review of the denied claim. The decision on review will be in writing and will include specific reasons for the decision.

H. STANDARDS OF PROOF

The Board of Trustees shall be the sole judge of the standards of proof required in any case. In the application and interpretation of the Plan Document, the decisions of the Board of Trustees shall be final and binding on the Participants and Beneficiaries, Covered Persons, Eligible Employees, the Employer, the Union, and all other persons. Subject to the stated purposes of the Trust Fund and the provisions of the Plan Document, the Board of Trustees shall have the full and exclusive power and authority, in its sole discretion, to determine all questions of coverage and eligibility for benefits, methods of providing or arranging for benefits and all other related matters. The Board of Trustees shall have the full power and authority, in its sole discretion, to construe and interpret the provisions and terms of the Plan Document and all other written documents. Any such determination and any such construction adopted by the Board of Trustees in good faith shall be binding upon all the parties hereto and the beneficiaries thereof.

I. TERMINATION OF THE FUND

The Fund or the Plan of Benefits may be terminated at any time by action of the Board of Trustees. Notice of such termination shall be given in writing to all persons who

have an interest in the Plan of Benefits. All claims which have not been submitted by the date of termination but which would have been paid had the Fund continued, will be paid in accordance with all the provisions of the Plan of Benefits at the time of termination. There shall be no liability on the Board of Trustees or any individual or entity to provide payments over and beyond the amounts available in the Trust for such purposes or to pay claims that accrue after the date of termination. All remaining assets shall be distributed in accordance with law, but in no event shall the assets revert to the City of West Palm Beach.

J. GENERAL PROVISIONS

Name of Trust: West Palm Beach Police Benevolent Association Retiree Health Benefit Fund.

Plan Administrator: Board of Trustee of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund.

Phone: (561)689-3745
Fax: (561)687-0154

Plan Identification Numbers: E.I.N. 30-0299005
P.N. 001

Agent for Service of Legal
Process and Fund Counsel: Bonni S. Jensen
Klausner, Kaufman, Jensen & Levinson
7080 NW 4th Street
Plantation, FL 33317
Phone: (954) 916-1202
Fax: (954) 916-1232
Email: bonni@robertdklausner.com

Effective Date of the Plan of Benefits: January 1, 2005

Plan Year / Benefit Year: January 1 - December 31

Clerical Error: Clerical Error shall not supersede the Plan Document provisions

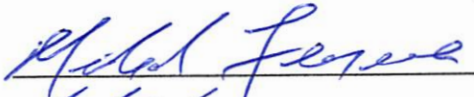



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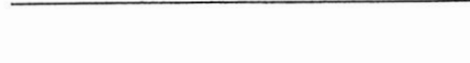


Certain Provision: If any provision of this Plan of Benefits shall be held invalid or unenforceable, such invalidity shall not effect any other provision, and this document shall be construed and enforced as if such provision had not been included.

Plan Amendments: The Plan Document may be amended from time to time by the Board of Trustees of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund, in their sole discretion.

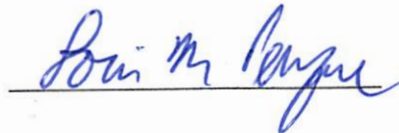
IN WITNESS WHEREOF, the Board of Trustees of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund hereby amends and restates this Plan Document of the West Palm Beach Police Benevolent Association Retiree Health Benefit Fund this 11 day of March, 2022, effective December 10, 2021.

Board of Trustees

WITNESSED BY:



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