

TRUST AGREEMENT

GOVERNING THE

SANTA MONICA CITY EMPLOYEES COALITION

BENEFIT TRUST

July 1, 2001

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**TRUST AGREEMENT
GOVERNING THE
SANTA MONICA CITY EMPLOYEES COALITION
BENEFIT TRUST**

PREAMBLE

WHEREAS, the Santa Monica City Employees Coalition is a group of bargaining units that represents employees of the City of Santa Monica which currently includes nine bargaining units, the signatories hereto;

WHEREAS the Coalition and the City of Santa Monica have agreed in the "Umbrella Agreement, Medical Insurance for All Miscellaneous City Employees", effective from July 1, 2001 through June 30, 2004, that the City shall make contributions to an employee benefit trust with the purpose of providing retiree health insurance;

NOW, THEREFORE, the signatory parties do hereby adopt the Trust Agreement as set forth in the following pages, effective July 1, 2001.

**ARTICLE I
DECLARATION OF TRUST**

1. Name

The signatory parties hereby declare the establishment of a Trust Fund, named the

**Santa Monica City Employees Coalition
Benefit Trust**

The Trustees may hold property, enter into contracts, and in all matters act on behalf of the Trust Fund in such name.

2. Purpose

The purpose of the Trust Fund is to provide an entity to which contributions from participating employers, participating labor organizations and participating employees can be paid, and through which the Trustees can create and administer one or more employee welfare benefit plans for the participating employees on whose behalf the contributions have been paid, as well as their beneficiaries.

3. Duration of Trust Fund

The Trust Fund shall continue in existence on an indefinite basis, contemporaneously with the term of this Trust Agreement.

4. Term of Trust Agreement

This Trust Agreement shall be effective as of July 1, 2001, and shall continue indefinitely until such time as it may be terminated in accordance with the provisions of Article XIII hereof.

ARTICLE II DEFINITIONS

The following definitions shall govern this Trust Agreement:

1. **"Beneficiary"** – any participating employee, surviving spouse, domestic partner or dependent of a participating employee, who is entitled to benefits, as defined in a benefit plan.
2. **"Benefit Plan" or "Employee Welfare Benefit Plan"** – any lawful employee welfare benefit plan created and administered by the Trustees.
3. **"City"** means the City of Santa Monica, or any public agency (e.g., Rent Control Board) of the City that is party to a Memorandum of Understanding.
4. **"Coalition"** means the Santa Monica City Employees Coalition, the group of City bargaining units that are signatory to the Umbrella Agreement.
5. **"Contributions"** – the payments required of a participating employer, or of participating employees, pursuant to the terms of the Umbrella Agreement, a Memorandum of Understanding, or special agreement, for the purpose of providing employee welfare benefits to the employees covered by said agreements and their beneficiaries, including the self-payments made by participating employees pursuant to any self-payment rules adopted by the Trustees.
6. **"Memorandum of Understanding" and "Umbrella Agreement"** – a written agreement between a participating employer and a participating labor organization and any supplement,

amendment, continuation, or renewal thereof, by the terms of which the employer is obligated to make contributions to a trust for the types of benefit plans administered by the Trustees.

7. ***"Participating employee"*** – any individual employed by a participating employer who is covered by a Memorandum of Understanding, or special agreement, and for whom contributions are made to the Trust Fund, and any individual who may have been so employed but is subsequently laid off, terminated or retired.

8. ***"Participating employer"*** – any state, county, or municipality; or any other public agency, public corporation, or governmental unit that is party to a Memorandum of Understanding and that satisfies the requirements of Article V hereof.

9. ***"Participating labor organization"*** – the labor organizations named in Article V hereof and any other lawful labor organization that represents public employees in collective bargaining with employers, that is party to a Memorandum of Understanding and that satisfy the requirements of Article V hereof.

10. ***"Related trust fund"*** – an employee benefit trust fund, other than this Trust Fund, to which participating employers make payroll deduction or reduction as required by a Memorandum of Understanding with participating labor organizations.

11. ***"Signatory parties"*** – the parties who have created this Trust Agreement and whose signatures appear on the last page hereof (or their successors).

12. ***"Special agreement"*** – a written agreement between an entity and the Trustees, and any supplement, amendment, continuation, or renewal thereof, that obligates the entity to make payroll deduction or reduction for employees to the Trust Fund for the purpose of providing employee welfare benefits to the employees covered by said agreement, and their beneficiaries.

13. ***"Trustees" or "Board of Trustees"*** – the Trustees of the Trust Fund and their successors.

14. ***"Trust" or "Trust Fund"*** – the entity created by this Trust Agreement, and all property and money held by such entity, including all contract rights and records.

15. ***"Welfare benefits" or "employee welfare benefits"*** – the benefits provided in an employee welfare benefit plan.

ARTICLE III THE TRUSTEES

1. The Board of Trustees

The Trust Fund and the employee welfare benefit plans shall be administered by a Board of Trustees.

2. Statutory Capacities of Trustees

For purposes of complying with the various provisions of the Employee Retirement Income Security Act of 1974, the Trustees shall be considered as "named fiduciaries," "fiduciaries," and the "plan administrator," as those terms are used in the Act.

3. Agents for Service of Process

Each Trustee shall be considered as an agent of the Trust Fund for the purpose of accepting service of legal process, provided that the Trustees may designate their administrative agent, or another person, as agent of the Trust Fund for this purpose.

4. Number and Term of Trustees

There shall be ten Trustees, one appointed by each member of the Coalition, except that the Municipal Employees Association shall appoint two Trustees; each for a two-year term. However, initial terms of five Trustees shall be three years, in order to establish staggered terms. Appointments shall be according to the rules of each Coalition member, for its appointment. The Trustees serving as of the effective date of this Trust Agreement are as follows: Rod Merl, ATA, (3 years); Carl Olson, STA (3 years); Judy Silverman, PALSSU (3 years); Percy Palmer, UTU (3 years); Craig Perkins, EPP (2 years); Silvana Quesada (2 years) and Larry Kelemen, MEA (3 years); Lyn Beckett Cacciatore, PAU (2 years), Mary Ann Yurkonis, Rent Control (2 years); Renee Cowhig, MTA (2 years).

5. Membership requirement

Each person appointed as Trustee shall be an active or retired member of the Coalition member that appointed him or her.

6. Appointment of Successor Trustees

In the event of the termination of appointment, resignation, recall or death of a Trustee, the Coalition member that appointed him or her shall appoint a new Trustee for the balance of the term.

7. Individuals Disqualified from Serving as Trustee

No individual who has been convicted of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974 shall serve as a Trustee during the period of disqualification specified in the statute.

8. Acceptance of Appointment by Trustees

Each Trustee shall sign a document accepting his appointment as Trustee and agreeing to abide by the terms and provisions of this Trust Agreement.

9. Term of Appointment

Each Trustee shall serve until the earliest of termination of his or her term, termination of appointment, resignation, or death. A Trustee can serve successive terms.

10. Termination of Appointment by Appointing Entity or Recall

The appointment of a Trustee may be terminated, at any time, by the entity which originally made the appointment, according to such entity's internal rules, procedures, or practices.

11. Termination of Appointment for Failure to Attend Meetings

The appointment of a Trustee shall be automatically terminated if such Trustee fails to attend three (3) consecutive meetings of the Trustees, without being excused from attendance by specific action of the remaining Trustees noted in the minutes.

12. Termination of Appointment for Conviction of a Crime

The appointment of a Trustee shall be automatically terminated if such Trustee is convicted of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974.

13. Termination of Appointment for Mental Incapacity

The appointment of a Trustee shall be automatically terminated if such Trustee is declared mentally incompetent by court decree.

14. Resignation of Appointment

Subject to applicable law, a Trustee may resign an appointment at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the Chairperson and Secretary of the Trustees.

15. Vacancies

No vacancy in the position of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust Fund so long as a quorum exists as specified in Article IV, Section 2, hereof.

16. Return of Books and Records

In the event of the termination of appointment, resignation, or death of a Trustee, the Trustee (or the Trustee's legal guardian, heirs, or personal representative) shall, upon the request of the Chairperson or the Secretary of the Trustees, forthwith turn over to the Chairperson or Secretary any and all records, books, documents, monies, and other property in the possession of the Trustee, or under his control, that belong to the Trust Fund or that were received by him in his capacity as Trustee.

ARTICLE IV TRUST FUND ADMINISTRATION

1. Manner of Voting

Any action to be taken by the Trustees shall be determined by majority vote of the total number of Trustees in attendance at the meeting, with abstentions deemed not to be votes.

2. Constitution of a Quorum

To constitute a valid regular or special meeting of the Trustees, a quorum must be present. A quorum exists if there are present at a meeting a majority of the number of Trustees positions pursuant to Article III, Section 4, hereof, even if all positions are not filled.

3. Motions

Any Trustee including the Chairperson or Secretary may offer or second any motion or resolution presented for the Trustees' consideration.

4. Prohibition of Proxies

To encourage full attendance at meetings of the Trustees and due consideration of the matters being voted upon, there shall be no proxies. A Trustee must be present in order to cast a vote.

5. Regular Meetings

The Trustees shall hold regular periodic meetings consistent with the needs of Trust Fund business, provided that there shall be at least two (2) regular meetings held during each calendar year. The Trustees shall determine the time and place of all such meetings.

6. Special Meetings

Either the Chairperson or the Secretary or any four (4) Trustees may call a special meeting of the Trustees by giving written notice to all the other Trustees of the time and place of

such meeting at least ten (10) days before the date set for the meeting, provided that ten (10) days advance notice shall not be necessary if all Trustees are agreeable to an earlier meeting.

7. Action without a Formal Meeting

The Trustees may take action without a formal meeting by means of (a) a conference telephone call, arranged by the Secretary or the administrative agent, in which all Trustees participate; (b) the presentation of a written motion or resolution sent to all Trustees by the Secretary or the administrative agent and the subsequent obtaining of Trustee votes on the motion or resolution in telephone calls placed to each Trustee by the Secretary or the administrative agent; or (c) the presentation of a written motion or resolution sent to all Trustees by the Secretary or the administrative agent and the subsequent obtaining of Trustee votes on the motion or resolution in letters sent by each Trustee to the Secretary or the administrative agent.

Any such action shall be reported in the minutes of the next formal meeting.

8. Election of Chairperson and Secretary

The Trustees shall elect one of the Trustees as Chairperson and one as Secretary.

The Chairperson and the Secretary shall each hold office indefinitely, provided that when a particular Chairperson and Secretary have held office for two (2) years, or at any time thereafter, the Trustees may obtain, on their request, a rotation of offices, or a new election, or both.

A Chairperson or Secretary may resign his or her office at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the remaining Trustees. In case of the resignation, death, or termination of appointment of either the Chairperson or the Secretary, there shall be a new election of both offices.

9. Duties of Chairperson and Secretary

The Chairperson shall chair the meetings of the Trustees, shall appoint all committees, and shall carry out such other duties as the Trustees may assign to him or her.

The Secretary, in the absence of the Chairperson, shall act in the place of the Chairperson and perform the Chairperson's duties. The secretary shall also advise the Trustees as to all correspondence and financial reports pertaining to the Trust Fund and shall keep minutes or records of all meetings, proceedings, and actions of the Trustees, provided that these particular responsibilities may be delegated to the administrative agent or to other of the professional or non-professional help retained by the Trustees.

10. Authorized Signatures

The Chairperson and the Secretary or any two authorized Trustees shall sign all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund, provided that the authority for signing negotiable instruments may be delegated to the administrative agent, corporate trustee (if any), depository bank, or custodian bank. All persons doing business with the Trust Fund may rely on such signatures.

If the Trust Fund issues benefit checks to participating employees or their beneficiaries, the signatures of the Chairperson and Secretary may be affixed thereto by a facsimile signature device, under safeguards determined by the Trustees.

11. Compensation and Expenses

No Trustee shall receive any compensation from the Trust Fund for services as a Trustee except as may be allowed under the Employee Retirement Income Security Act of 1974, and as may be authorized by the Trustees.

Each Trustee shall be reimbursed out of the Trust Fund for all expenses properly and actually incurred by him or her in the administration of the Trust Fund.

The Trustees shall establish the conditions for the payment of compensation (if any) and for the reimbursement of expenses.

12. Benefits to Trustees Not Prohibited

Nothing in this Trust Agreement shall prohibit a Trustee from receiving any benefits under the terms of a benefit plan, if he or she is otherwise eligible for the same as a participating employee or as a beneficiary of a participating employee.

ARTICLE V PARTICIPATION

1. Bargaining Units Entitled to Participate

The following labor organizations (or their successors), and the employees in the bargaining units covered by such agreements, shall be allowed to participate in the Trust Fund:

**Administrative Team Associates
Municipal Employees Association
Public Attorneys' Union
Supervisory Team Associates
Rent Control Board Unit**

**Management Team Associates
Public Attorneys' Legal Support Staff Union
United Transportation Union
Executive Pay Plan Unit**

The Trustees, however, have the authority to decline or terminate the participation of a particular bargaining unit if (a) the labor organization and the employer fail to provide the Trustees with a copy of their Memorandum of Understanding; (b) the language of the contribution provisions in the Memorandum of Understanding does not meet the requirements established by the Trustees (if any); (c) the labor organization fails to submit a subscription agreement binding it to this Trust Agreement, if required; (d) the negotiated contribution rate is lesser, or greater, than the contribution rate supporting a particular benefit plan than being administered by the Trustees, provided that the Trustees, in their discretion, may accept the different contribution rate, and establish different eligibility rules or benefit formulas for the employees affected; or (e) there exist other facts and circumstances that, in the Trustees' discretion, justify a declination or termination of participation.

2. Other Bargaining Units

The Trustees shall have the authority to permit labor organizations (other than those specified above), and the employees in the bargaining units covered by a Memorandum of Understanding, to participate in the Trust Fund.

The participation of such bargaining units shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

3. Non Bargaining Unit Employees of Participating Employers

The Trustees shall have the authority to enter into special agreements directly with participating employers, who are contributing for their bargaining unit employees, by the terms of which such an employer agrees to make contributions to the Trust Fund so that the non-bargaining unit employees of the employer can be covered by the benefit plans provided through the Trust Fund.

The acceptance of such special agreements shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

ARTICLE VI TRUSTEE RESPONSIBILITIES

1. General Duty--Receipt of Contributions and Creation and Administration of Benefit Plans

It shall be the general duty of the Trustees to receive the contributions from participating employers and the contributions from participating employees (if any) and any other income or assets that they may receive and, with such, to create and administer one or more employee welfare benefit plans for the participating employees and their beneficiaries.

Additionally, the Trustees shall have the specific duties set forth in this Trust Agreement and such other duties as are imposed upon them by the Employee Retirement Income Security Act of 1974, and by other applicable laws.

2. Compliance with the Internal Revenue Code

The Trustees shall administer the Trust Fund and the benefit plans so that, to the extent allowed in the Internal Revenue Code, employer contributions are tax deductible, the Trust Fund is tax exempt, and the value of the employee welfare benefits is excludable from the recipients' taxable income.

3. Basis of Payments to and from Trust Fund

The basis on which contributions of participating employers and contributions of participating employees (if any) are made shall be as specified in the underlying collective bargaining agreement or special agreement. The basis on which benefits are paid out of the Trust Fund shall be as specified in the employee welfare benefits plans.

4. Application of Trust Fund Assets

As required by Section 403(c)(1) of the Employee Retirement Income Security Act of 1974, the assets of the Trust Fund shall never inure to the benefit of any participating employer and shall be held for the exclusive purposes of providing benefits to participating employees and their beneficiaries, and defraying reasonable expenses of administering the plan.

5. Fiduciary Standards

As required by Section 404(a)(1)(A) and (B) of the Employee Retirement Income Security Act of 1974, the Trustees shall discharge their duties and administer the Trust Fund assets solely in the interest of the participating employees and their beneficiaries and for the exclusive purpose of (a) providing benefits to participating employees and their beneficiaries and (b) defraying reasonable expenses of benefit plan administration.

In carrying out their duties the Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. Deposits

The contributions, or any other monies which the Trustees may receive, shall be deposited in one or more banks or similar financial institutions supervised by the United States or a state, pending the allocation of such monies for the payment of current benefits and expenses, or for investment. Such monies may be commingled, on a temporary basis, with monies belonging to other related trust funds.

7. Investments

The Trustees shall invest all contributions or other monies not required for the payment of current benefits and expenses. The Trustees may invest and reinvest in bank accounts, savings and loan accounts, and securities, provided that in the making of investments, the Trustees shall diversify such investments as required by Section 404(a)(1)(C) of the Employee Retirement Income Security Act of 1974 so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Further, no investment shall be made which would constitute a "prohibited transaction" within the meaning of Section 406 of such Act, provided that the Trustees shall have the authority to apply to the Secretary of Labor for a conditional or unconditional exemption from any of the "prohibited transaction" rules, as they may deem necessary in the administration of the Trust Fund and the benefit plans.

8. Specifically Permitted Investments

In the event the Trustees designate one or more banks or similar financial institutions supervised by the United States or a state to serve as custodian of the trust assets, or as a corporate trustee, or in another fiduciary capacity, the monies belonging to the Trust Fund may be invested in the accounts of such bank or institution, provided that such accounts bear a reasonable interest rate.

Further, the monies of the Trust Fund may be invested in (a) a common or collective trust fund, or pooled investment fund, maintained by a bank or trust company supervised by the United States or a state; or (b) in a pooled investment fund of an insurance company, even though such bank, trust company, or insurance company is a party-in-interest as that term is designated in Section 3(14) of the Employee Retirement Income Security Act of 1974, provided that the bank, trust company, or insurance company receives not more than reasonable compensation for managing such an investment.

9. Title to Investments and Other Assets

Title to all investments or other assets of the Trust Fund shall be maintained in the name of the Trust Fund, provided that for convenience in transferring stocks, bonds, or other negotiable securities, title to such securities may be held in the name of the Trust Fund's custodian bank or of its nominee.

Except as may be authorized by regulation of the Secretary of Labor, the indicia of ownership of all investments and other assets of the Trust Fund shall not be maintained outside the jurisdiction of the district courts of the United States.

10. Fidelity Bond

The Trustees shall procure a fidelity bond in the amount required by Section 412(a) of the Employee Retirement Income Security Act of 1974, covering each Trustee or other person who

receives, handles, disburses, or otherwise exercises custody or control of any of the funds or other property of the Trust Fund. The cost of such bond shall be chargeable to the Trust Fund, provided that, if such bond covers persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

11. Records

The Trustees shall maintain records of their administration of the Trust Fund, including records of all receipts and disbursements, all investments purchased or sold, the texts of all benefit plans, all employee eligibility listings, all minutes of Trustee meetings, and all correspondence. No such record shall be destroyed except upon the specific action of the Trustees, and destruction shall not be directed until a period of eight (8) years has elapsed from the date the record was created.

12. Annual Audit

The Trustees shall engage, on behalf of the participating employees and their beneficiaries, an independent qualified public accountant and shall authorize such accountant to conduct an annual financial examination of the Trust Fund, as required by Section 103(a)(3)(A) of the Employee Retirement Income Security Act of 1974. The cost of such examination shall be chargeable to the Trust Fund.

A statement of the results of each such examination shall be submitted to the Trustees for their review and, further, shall be made part of the Trust Fund's annual report. Such statement, including any related material (e.g., management letters) shall be submitted by the Trustees to each Board of the Coalition within 60 days of receipt.

13. Plan Description

The Trustees shall prepare a plan description, a summary plan description, and any modifications or changes in the information contained in such descriptions, as required by Section 102 of the Employee Retirement Income Security Act of 1974.

The Trustees shall also furnish to participating employees and to each beneficiary receiving benefits copies of the summary plan description and copies of any modifications or changes in the information in such description, as required by Section 104(b)(1) of such Act.

14. Annual Report

The Trustees shall prepare and file with the Department of Labor an annual report, as required by Section 103 of the Employee Retirement Income Security Act of 1974. The Trustees shall also furnish to participating employees and to each beneficiary receiving benefits portions of the annual reports as required by Section 104(b)(3) of such Act.

15. Documents to be Examined or Furnished

The Trustees shall make copies of (a) this Trust Agreement, (b) the plan description, (c) the latest annual report, (d) the applicable collective bargaining agreement, and (e) any other contracts or instruments under which a benefit plan is established or operated available for examination by participating employees or their beneficiaries in the Trust Fund office, as required by Section 104(b)(2) of the Employee Retirement Income Security Act of 1974.

The Trustees shall, upon written request by a participating employee or his beneficiary, furnish to the participating employee or beneficiary a copy of (a) this Trust Agreement, (b) the plan description, (c) the latest up-dated summary plan description, (d) the latest annual report, (e) any terminal report, (f) the applicable collective bargaining agreement, and (g) any other contracts or instruments under which a benefit plan is established or operated, as required by Section 104(b)(4) of such Act. Such copies shall be furnished within thirty (30) days of the request. The Trustees may impose a reasonable charge for such copies as may be allowed by regulation of the Secretary of Labor.

16. Procedure for Establishing Funding Policy

The Trustees shall meet periodically with the benefit plan consultant, the independent qualified public accountant, and such other Trust Fund advisers as may be appropriate, for the purpose of anticipating the short run and long run financial needs of the Trust Fund. Thereupon, the Trustees shall adopt an appropriate funding policy and method for the Trust Fund.

The funding policy and method shall be considered by the Trustees in the management of trust fund investments. In the event the management of trust fund investments has been delegated to an investment manager, the funding policy and method shall be considered by such manager.

17. Procedure for Review of Denied Benefit Claims

The Trustees shall establish administrative procedures whereby participating employees or their beneficiaries whose claims for benefits are denied are notified, in writing, of the reasons for such denial and which afford such a participating employee or beneficiary a reasonable opportunity for a full and fair review, as required by Section 503 of the Employee Retirement Income Security Act of 1974. Such procedures shall include the hearing and arbitration provisions set forth in Article X hereof.

ARTICLE VII

ALLOCATION OR DELEGATION OF TRUSTEE RESPONSIBILITIES

1. Allocation of Responsibilities to Committees

The Trustees may allocate to one or more committees of Trustees all or part of the following responsibilities, with full power to act: (a) the responsibility for managing the Trust fund investments (if not otherwise delegated to a qualified investment manager); (b) the responsibility for reviewing and determining benefit claims of participating employees and their beneficiaries; (c) the responsibility for conducting hearings and issuing determinations as provided for in Article X, Section 2 hereof; (d) the responsibility for resolving questions or problems that may be encountered in connection with payroll auditing activities; (e) the responsibility for resolving questions or problems that may be encountered in connection with the collection of delinquent employer accounts; (f) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of the administrative agent; and (g) the responsibility for reviewing the performance of the qualified investment manager (if any), and of the other professional persons retained by the Trustees.

In the event the Trustees elect to allocate any of the stated responsibilities they shall do so by the adoption of a motion or resolution calling for the appointment of a committee of Trustees and specifying the particular responsibility that is being allocated. With respect to the responsibility that is allocated, the committee shall have all the powers of the full Board of Trustees. Any action to be taken by the committee shall be determined according to the voting formula contained in Article IV, Section 1 hereof. If the committee members deadlock on any matter submitted for their concurrence, such matter shall be referred to the full Board of Trustees for review and action.

Nothing contained herein shall in any way limit the authority of the Trustees to create additional committees for the purpose of assisting with or expediting the affairs of the Trust Fund, provided that any such committee shall be empowered only to make recommendations with respect to the matters referred to it.

2. Delegation of Investment Responsibilities

The Trustees may delegate all or part of their responsibilities for the management of the Trust fund investments to one or more qualified investment managers, as that term is defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, i.e., (a) an investment adviser registered as such under the Investment Advisers Act of 1940; (b) a bank as defined in that Act; or (c) an insurance company qualified to manage, acquire, or dispose of employee benefit plan assets under the laws of more than one state.

In the event the Trustees elect to delegate investment responsibility, they shall do so by the adoption of a motion or resolution making the delegation to a designated investment manager. The delegation shall be effective when the investment manager accepts the delegation and acknowledges in writing his status as a fiduciary with respect to the Trust Fund.

3. Delegation of Other Responsibilities

The Trustees may delegate all or part of their responsibilities with respect to the administration of the Trust Fund or the benefit plans (except investment responsibilities) to their administrative agent or to any other person whom they may designate for such purpose.

In the event the Trustees elect to delegate a particular responsibility, they shall do so by the adoption of a motion or resolution making the delegation to a designated person. The delegation shall be effective when the designated person accepts the delegation. If the delegation involves a responsibility other than one which is ministerial in nature, the designated person shall also acknowledge in writing his status as a fiduciary with respect to the Trust Fund.

4. Review of Performance

In the event the Trustees elect to allocate or delegate Trustee responsibilities they shall periodically review the performance of the persons to whom such responsibilities have been allocated or delegated.

ARTICLE VIII TRUSTEE POWERS

1. General Powers

Except as may be expressly limited by the terms of this Trust Agreement, the Trustees shall have full and exclusive authority to control and administer the Trust Fund and the employee welfare benefit plans which they create.

The authority of the Trustees not only encompasses the specific powers recited in the various paragraphs of this Trust Agreement but also includes the general power to do all things and take all actions, including the expenditure of Trust Fund monies, which they may deem necessary to carry out the purpose of this Trust Agreement. The Trustees may implement their powers through the adoption of appropriate motions, resolutions, or administrative rules and regulations.

2. Specific Powers Discretionary

The recitation of specific powers in this Trust Agreement shall not be interpreted as compelling the exercise of any such power. The exercise of specific powers is discretionary with the Trustees.

3. Benefit Plans Currently Being Provided

The employee welfare benefit plan (or plans) presently being administered through this Trust Fund is (are) described as follows:

Premium Reimbursement Plan (ef. 7/1/01)

The Trustees shall have the authority to amend such benefit plan (or plans), or any plans hereafter adopted, including amendments that expand, restrict, or terminate all or part of the rules relating to eligibility for benefits, or to the amount and nature of such benefits, as they may determine. Amendments may be made on a prospective or retroactive basis.

4. Additional Benefit Plans

The Trustees shall have the authority to create and administer additional employee welfare benefit plans as may be lawful under Section 3(1) of the Employee Retirement Income Security Act of 1974, provided that such plans are supported by employer or employee contributions.

5. Design of the Benefit Plans

The Trustees shall have the authority to determine the details of the benefit plans, including the determination of the rules under which participating employees shall be eligible for benefits and the nature and amount of such benefits. The Trustees shall also have the authority to determine whether benefits shall be extended to beneficiaries of participating employees and, if so, to determine which class or classes of beneficiaries shall be eligible for benefits, the eligibility rules which will apply to such class or classes of beneficiaries, and the nature and amount of such benefits. If there are different contribution rates, the Trustees may establish different eligibility rules, or benefit formulas, for the participating employees and their beneficiaries who are affected thereby.

6. Means of Providing Benefits

The Trustees shall have the authority to provide the benefits, in whole or in part, directly from the Trust Fund or to contract with an insurance carrier, service organization, health maintenance organization, or other entity, to underwrite or provide such benefits.

7. Facility of Payment

The Trustees shall have the authority to adopt rules by the terms which benefit payments owing to minors or incompetents may be paid instead to a person or institution providing care or other services to such minor or incompetent, even though a legal guardianship does not exist. Benefit payments made under any such rules shall fully discharge the Trust Fund's obligation to the minor or incompetent.

8. Self-Payments by Employees

The Trustees shall have the authority to include provisions in the benefit plans by the terms of which participating employees, during periods of strikes, lockouts, employer delinquencies, leaves of absence, disabilities, layoffs, termination, or retirement may be permitted to make contributions in their own behalf.

9. Administrative Agent

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more administrative agents to assist the Trustees in the day-to-day administration of the Trust Fund and the benefit plans. Such assistance may include the receipt and recording of contributions, the processing of delinquent accounts, the preparation of employee eligibility listings, the processing of benefit applications, the payment of benefits, the maintenance of financial records, and the handling of routine communications.

The administrative agent may be a contract administrator or a salaried administrator. In the event the Trustees employ a salaried administrator they shall also have the authority to employ such additional administrative staff personnel as they may deem necessary.

The Trustees shall periodically review the performance of the administrative agent.

10. Banking Services

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more banks or similar financial institutions supervised by the United States or a state, to perform depository or custodial services, or to serve as corporate trustee or co-trustee, on behalf of the Trust Fund.

The Trustees shall periodically review the performance of the banks which they have retained to perform banking services.

11. Other Professional and Non-Professional Help

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more accountants, actuaries, attorneys, employee benefit plan consultants, investment managers, payroll auditors, and other professional or nonprofessional help, as they may deem necessary in the administration of the Trust Fund and the benefit plans. Unless limited by the Employee Retirement Income Security Act of 1974, the retention of any such professional or non-professional help may be on a contract or salaried basis.

The Trustees shall periodically review the performance of their professional and non-professional help.

12. Obtaining of Necessary Premises, Equipment, and Supplies

The Trustees shall have the authority to purchase or lease suitable premises and equipment and to purchase materials and supplies, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund and the benefit plans.

13. Insurance

The Trustees shall have the authority to purchase policies of insurance (liability, property damage, casualty, and errors and omissions) to protect the Trust Fund and to protect themselves and their employees (if any) with respect to their activities on behalf of the Trust Fund as they may deem necessary. The cost of such insurance policies shall be chargeable to the Trust Fund, provided that, if such insurance policies cover persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

Any policy of errors and omissions insurance which covers the Trustees individually shall contain a recourse clause as required by Section 410(b)(1) of the Employee Retirement Income Security Act of 1974, provided that nothing herein shall prevent a Trustee (or an employer, employer association, or labor organization acting on his behalf) from purchasing for the Trustee a waiver of the recourse clause or a separate policy insuring against such recourse.

14. Reserve Funds

The Trustees shall have the authority to maintain reasonable reserve funds for future contingencies as they may deem necessary in the administration of the Trust Fund and the benefit plans.

15. Payment of Taxes

The Trustees shall have the authority to pay, at the expense of the Trust Fund, all real and personal taxes, and other taxes and assessments of any kind, that may be lawfully levied or assessed against the Trust Fund.

16. Refunds of Contributions Erroneously Paid

The Trustees shall have the authority to adopt rules by the terms of which refunds of contributions may be made to a participating employer or employee where the employer or employee has paid such contributions in error, provided that employer refunds shall be made only as permitted by Section 403(c) of the Employee Retirement Income Security Act of 1974.

17. Prosecution of Legal Actions or Claims

The Trustees shall have the authority to originate and maintain any legal actions or claims involving potential legal actions, at the expense of the Trust Fund, as they may deem necessary

in the administration of the Trust Fund and the benefit plans. All such actions and claims shall be prosecuted in the name of the Trust Fund or in the name of an assignee.

18. Defense of Legal Actions or Claims

The Trustees shall have the authority to defend all legal actions, claims involving potential legal actions, and investigatory proceedings initiated against the Trust Fund or against one or more of the Trustees, former Trustees, administrative agents, or against one or more of the employees of the Trust Fund (if any) that relate to the administration of the Trust Fund or the benefit plans. Except as stated below, the defense of such actions, claims, and proceedings shall be at the expense of the Trust Fund.

If the final court decree establishes personal liability on the part of specified Trustees, administrative agents, or employees (if any) for breach of their fiduciary responsibilities, as permitted by Section 409(a) of the Employee Retirement Income Security Act of 1974, and orders that the specified persons are to bear the expenses of their own defense, their attorney fees shall not be chargeable to the Trust Fund. If attorney fees and costs have already been charged to the Trust Fund, the specified persons shall be obligated to repay the Trust Fund for their pro-rata share of such fees and costs.

19. Compromise of Legal Actions or Claims

The Trustees shall have the authority to compromise, settle, or release all legal actions or claims involving potential legal actions, in favor of or against the Trust Fund, on such terms and conditions as they may determine.

20. Penalties for False or Withheld Information

The Trustees shall have the authority to adopt rules and regulations by the terms of which reasonable penalties or forfeitures may be imposed upon participating employees or beneficiaries who (a) falsify any information requested of them in the administration of the Trust Fund and the benefit plans, or (b) fail to provide requested information within a reasonable time.

21. Correction of Errors

It is recognized and acknowledged by all parties that the Trustees will provide eligibility credits or benefits to participating employees and their beneficiaries based on Trust Fund records. It is also recognized and acknowledged that such records could be incorrect due to (a) incomplete records, (b) employees or beneficiaries submitting incorrect or false benefit applications, (c) recording or computation errors by the administrative agent, (d) computer errors, or (e) other similar circumstances. The Trustees shall have the authority to correct the Trust Fund records whenever errors are discovered and to terminate participation, adjust eligibility credits or benefits, or seek the recovery of benefit overpayments, as they may determine.

22. Special Agreements

The Trustees shall have the authority to create and distribute special agreements, at the expense of the Trust Fund, by the terms of which a participating employer acknowledges its obligation to make contributions to the Trust Fund and subscribes to the terms and provisions of this Trust Agreement.

23. Participation in Certain Non-Profit Organizations

The Trustees shall have the authority to participate in non-profit foundations, corporations, councils, committees, or other organizations that have as their purpose (a) the alleviation of physical or mental disease, or of other conditions or hazards that require the care or service being paid for through the benefit plans administered by the Trustees, or (b) the improvement in the availability of, and quality of, medical care, or of other care or service being paid for through the benefit plans, or the reduction in the costs of such care or services. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

Further, to the extent that such is not prohibited by the Employee Retirement Income Security Act of 1974, the Trustees may make loans, grants, or donations to any such non-profit organization, in reasonable amounts, out of the uncommitted reserves of the Trust Fund.

24. Participation in Non-Profit Educational Organizations

The Trustees shall have the authority to participate in non-profit foundations, corporations, committees, or other organizations which sponsor educational programs or provide educational materials pertaining to the administration of trust funds of this nature and of employee benefit plans. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

The Trustees shall also have the authority to purchase educational materials and to provide for the attendance of the Trustees, or of such of their employees (if any), as they may designate, at educational conferences and meetings. The costs of such materials and attendance shall be chargeable to the Trust Fund.

25. Reciprocity

The Trustees shall have the authority to enter into reciprocal agreements with other employee benefit trust funds providing similar benefits to those provided through the Trust Fund, for the exchange of eligibility credits or monies or for the payment of pro-rata benefits, in order to protect employees who may terminate their participation in the Trust Fund and begin participation in a reciprocal trust fund and vice-versa.

26. Coordinated Administration

The Trustees shall have the authority to coordinate the administration of the Trust Fund and of the benefit plans with the administration of related employee benefit trust funds and benefit plans, to such extent as they may determine.

27. Mergers

It is recognized that at some time or times in the future, the Trustees may deem it in the best interest of the Trust Fund and of the participating employers, employer associations, labor organizations, and employees to accept the merger of another employee welfare benefit trust fund into the Trust Fund, or to merge the Trust Fund into another employee welfare benefit trust fund.

In the event that another employee welfare benefit trust fund is to be merged into the Trust Fund, the Trustees shall have the authority to negotiate and consummate an appropriate merger agreement, and pursuant thereto, to terminate the Trust Fund and to transfer the remaining monies, assets, and liabilities to the other trust fund. However, if the signatory parties hereto are other than the Trustees, no merger of the Trust Fund into another trust fund shall be negotiated or consummated without the written approval of the signatory parties.

28. Interpretation and Application of Documents

The Trustees shall have the authority to interpret and apply the provisions of this Trust Agreement, or of the benefit plans, or of their own motions, resolutions, and administrative rules and regulations, or of any contracts, instruments, or writings that they may have adopted or entered into.

ARTICLE IX CONTRIBUTIONS AND COLLECTIONS

1. Contribution Reporting Forms

The Trustees shall create and make available, at the expense of the Trust Fund, contribution reporting forms for the use of participating employers and employees in making their contributions.

2. Contribution Due Date

All contributions shall be due by the date specified in the underlying collective bargaining agreement or special agreement. If the underlying collective bargaining agreement or special agreement does not specify a due date, the Trustees shall have the authority to fix such a date.

3. Delinquent Contributions

To the extent the Coalition fails to pursue delinquent contributions, the Trustees shall undertake reasonable efforts, at the expense of the Trust Fund, to collect known delinquent contributions and related claims.

4. Audit of Employer Books and Records

The Trustees shall have the authority, at the expense of the Trust Fund, to audit the payroll books and records of a participating employer, either directly or through a qualified public accountant, as they may deem necessary in the administration of the Trust Fund. Such payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

Whenever a payroll audit is authorized, the participating employer involved shall make available to the Trustees, or the qualified public accountant designated by them, its payroll books and records. Such books and records shall include (a) all records which the employer may be required to maintain under Section 209(a)(1) of the Employee Retirement Income Security Act of 1974, and (b) time cards, payroll journals, payroll check registers, cancelled payroll checks, copies of the employer's federal, state, and local payroll tax reports, and all other documents and reports that reflect the hours and wages, or other compensation, of the employees or from which such can be verified.

In the event the payroll audit discloses that the participating employer has not paid contributions as required by the underlying collective bargaining agreement or special agreement, the employer shall be liable for the costs of the audit. The Trustees shall have the authority, however, to waive all or part of such costs for good cause shown.

5. Venue of Collection Actions

In the event a collection suit is initiated, venue of such suit may be laid in a court of competent jurisdiction (federal or state) in the county, district, or borough in which the Trust Fund has an office, at the option of the Trustees.

6. Protection of Employees in Cases of Delinquency

To protect participating employees and beneficiaries in situations where participating employees may be denied eligibility credits or benefits, the Trustees shall have the authority to extend eligibility credits to such employees or to direct the payment of benefits to them, or to their beneficiaries, in whole or in part, as they may determine.

The extension of eligibility credits or the payment of benefits shall not, however, release the delinquent employer from the responsibility for payment of the contributions owed.

7. Coordination with Provisions in Collective Bargaining Agreements

In the event the underlying collective bargaining agreement contains provisions relating to delinquencies that specify additional remedies, or obligate the delinquent employer to greater amounts of liquidated damages, interest, or attorney fees than those set forth herein, the Trustees, at their option, may pursue the additional remedies or impose the greater charges.

The Trustees shall not be obligated, however, to pursue the collection of delinquent accounts through the grievance-arbitration procedures (if any) provided for in the underlying collective bargaining agreement.

ARTICLE X CLAIMS AND APPEAL PROCEDURES

1. Procedure to be followed

The Trustees and the participating employees and their beneficiaries shall follow these claim and appeal procedures.

The procedures specified in this Article shall be the sole and exclusive procedures available to a participating employee or beneficiary who is dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by any action of the Trustees.

2. Hearings before Board of Trustees

Any participating employee or beneficiary of a participating employee who applies for benefits and is ruled ineligible by the Trustees (or by a committee of Trustees, an administrative agent, insurance carrier, or other organization acting for the Trustees) or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right to request the Trustees to conduct a hearing in the matter, provided that he makes such a request, in writing, within 180 days after being apprised of, or learning of, the action. The Trustees shall then conduct a hearing at which the participating employee or beneficiary shall be entitled to present his position and any evidence in support thereof. The participating employee or beneficiary may be represented at any such hearing by an attorney or by any other representative of his choosing.

Thereafter, the Trustees shall issue a written decision affirming, modifying, or setting aside the former decision no later than 60 days after receipt by the Plan of the claimant's request for review of an adverse benefit determination. Provided however, that if the claimant waives the 60 day deadline, for the claimant's convenience in setting a hearing, then

the Trustees shall have no more than 30 days after the date of the hearing to issue the decision.

3. Exhaustion of Administrative Remedies

Any Beneficiary who has exhausted these Claims and Appeal Procedures may bring an action in federal court pursuant to ERISA Section 502(a).

ARTICLE XI LIMITATIONS

1. Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.

2. Liabilities and Debts of Participating Parties

No participating employer, employer association, or labor organization shall become responsible by reason of their participation in the Trust Fund for the liabilities or debts of any other participating employer, employer association, or labor organization.

3. Personal Liabilities of Trustees

No Trustee shall incur any personal liability in connection with the administration of the Trust Fund or the benefit plans, except for such liability that may be established in accordance with Section 409(a) of the Employee Retirement Income Security Act of 1974.

Except as may be required by applicable provisions of such Act, no Trustee shall be held personally liable for any breach of fiduciary responsibilities in connection with the administration of the Trust Fund or the benefit plans where it is established (a) that the responsibilities at issue were lawfully allocated or delegated to other Trustees or fiduciaries, or (b) that in carrying out the responsibilities at issue the Trustee reasonably relied upon the advice given by the administrative agent or by one or more of the advisers retained by the Trustees.

No Trustee shall be personally liable for a breach of fiduciary responsibilities if such breach was committed before he became a Trustee or after he ceased to be a Trustee.

4. Judgments against Trust Fund

Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, unless liability

against the Trustee or other person, in his individual capacity, is established in accordance with Section 409(a) of the Employee Retirement Income Security Act of 1974.

5. Participating Parties' Rights

Except as specifically provided for in this Trust Agreement or in the benefit plans, no participating employer, employer association, labor organization, or employee, nor any beneficiary of a participating employee shall have any right, title, or interest in or to the Trust Fund, or in or to the contributions, or in or to the benefits provided.

No participating employee shall be entitled to receive any part of the contributions in lieu of the benefits provided through a benefit plan, nor shall a participating employee who does not qualify for benefits, or his employer, have any claim to the contributions which may have been paid on his behalf.

6. Cessation of Participation

In the event a participating employer, employer association, or labor organization, or groups thereof should cease their participation in the Trust Fund, there shall be no division or allocation of any of the monies or assets of the Trust Fund, except as may be required by law.

7. Protection of Trust Fund, Contributions, and Benefits

No part of the Trust Fund (including the contributions) or the benefits payable under the benefit plans shall be subject in any manner, by a participating employee or beneficiary, to anticipation, alienation, sale, transfer, assignment, encumbrance, or charge, and any such attempt shall be null and void, provided that the Trustees may recognize assignments of benefits from a participating employee or beneficiary to a doctor, hospital, or other person or institution that has treated or cared for, or provided services or goods to, the participating employee or beneficiary.

Further, no part of the Trust Fund (including the contributions) or the benefits payable under the benefit plans shall be liable for the debts of a participating employee or beneficiary, nor be subject in any manner to garnishment, attachment, lien, charge, or any other legal process brought by any person against a participating employee or beneficiary, and any such attempt shall be null and void.

8. Reliance upon Written Documents

The Trustees may act upon any written letter, report, certificate, instrument, or other document submitted to them by any participating employer, labor organization, employee, or beneficiary, or by any other person, where such document appears to be genuine and to be signed by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such document.

9. Agents of Trust Fund

The Trust Fund is an entity separate and apart from the participating employers, employer associations, and labor organizations. Accordingly, unless authorized in a motion or resolution of the Board of Trustees, no participating employer, employer association, or labor organization, nor any individual employed thereby, shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

Likewise, unless authorized in a motion or resolution of the Board of Trustees no individual Trustee shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

ARTICLE XII MISCELLANEOUS

1. Trust Fund Offices

The Trust Fund shall maintain a principal office and sub-offices, where necessary, in such locations as the Trustees may determine.

2. Applicable Laws and Regulations

This Trust Agreement shall be interpreted, and the Trust Fund shall be administered, in accordance with the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, and the regulations pertinent thereto, and other applicable statutes and regulations, as such statutes and regulations presently exist or as they may hereafter be amended.

References herein to particular sections of the above-mentioned statutes shall include any regulations pertinent to such sections and any subsequent amendments to such sections or regulations.

3. Service in More than One Fiduciary Capacity

Any Trustee or other person who is a fiduciary may serve the Trust Fund in more than one fiduciary capacity.

4. Notices

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended, or sent to such person at his residence or business address by first class mail or prepaid telegram.

5. Severability

If any provision of this Trust Agreement, or of the benefit plans, is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Trust Agreement or of the benefit plans.

6. Titles and Words

The titles of the various articles and sections of this Trust Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in the masculine gender they shall be construed as though they were used in the feminine gender, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

ARTICLE XIII AMENDMENTS AND TERMINATION

1. Amendments

This Trust Agreement may be amended by action of the Board of Trustees, provided however that no amendment shall affect the selection or composition of the Board of Trustees, which such latter amendments shall be only by action of the Board of Directors of the Coalition. If the Coalition ceases to exist without having made provisions for any remaining funds in the Trust, the remaining members of the Board of Trustees shall have the power to amend.

2. Termination

This Trust Agreement may be terminated at any time by action of the Trustees, provided that any such action shall require sixty (60) days advance written notice to the Coalition.

In any event this Trust Agreement shall be automatically terminated upon the expiration of all Memoranda of Understandings and special agreements requiring the payment of contributions to the Trust Fund, provided that for purposes of this provision a Memorandum of Understanding or special agreement shall not be deemed to have expired in a strike or lockout situation, unless said strike or lockout continues for more than six (6) months.

3. Allocation upon Termination

Upon the termination of this Trust Agreement the Trustees shall wind up the affairs of the Trust Fund. Any and all monies remaining in the Trust Fund, after the payment of expenses, shall be allocated among the participating employees and beneficiaries as specified in Section 501(c)(9) of the Internal Revenue Code, and related authority.

Trust Agreement Governing the
Santa Monica City Employees Coalition
Benefit Trust

In no event shall any of the remaining monies or assets be paid to or be recoverable by any participating employer or labor organization.

EXECUTION

This Trust Agreement has been approved and executed by the Coalition Board, and accepted by the Board of Trustees on this 13th day of September, 2001, to become effective July 1, 2001.

**BOARD OF TRUSTEES
SANTA MONICA CITY EMPLOYEES
COALITION EMPLOYEE BENEFIT TRUST**

COALITION DIRECTORS

Carl Olson

Carl Olson

May A. Furhous

Lyndee K. Caccia

David Shirey

Larry Kelen

David Shirey

Perceval Palmer

P. Palmer

Judy Silverman

Judy Silverman

Shirley

Shirley

Karl W. W. W.

Karl W. W. W.

Craig Perkins

Craig Perkins

P. Cowley

Joseph Delaney

AMENDMENT NO. 1
to the
TRUST AGREEMENT GOVERNING THE
SANTA MONICA CITY EMPLOYEES
COALITION BENEFIT TRUST

The Board of Trustees of the Santa Monica City Employees Coalition Benefit Trust does hereby amend the "Trust Agreement Governing the Santa Monica City Employees Coalition Benefit Trust" as follows:

1. **Trustee Responsibilities: Privacy.** Article VI, Trustee Responsibilities, is amended to add the following new Subsection 18, effective April 14, 2004:


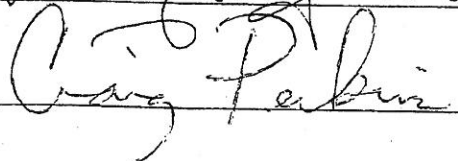
"18. Privacy Rule

The Trustees shall provide certification to the Trust Fund that they agree to not use or disclose Protected Health Information ("PHI") other than as permitted or required by the Plan documents(s) or as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its corresponding regulations titled the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule). The Trustees shall have the authority to implement policies and procedures and take any other action that may be required in order to comply with HIPAA and the Privacy Rule. Any omissions or oversights in the use and/or disclosure of PHI will be resolved in accordance with the applicable law and its regulation(s)."

2. **Claim Appeals—No Arbitration.** Article VI, Section 17, Procedure for Review of Denied Benefit Claims, is amended by deleting the word "arbitration" in the last sentence and replacing it with the word "appeal."

Adopted by the Board of Trustees of the Santa Monica City Employees Coalition Benefit Trust on August 6, 2003.

For the BOARD OF TRUSTEES
SANTA MONICA CITY EMPLOYEES
COALITION BENEFIT TRUST

AMENDMENT NO. 2
to the
TRUST AGREEMENT
GOVERNING THE
SANTA MONICA CITY EMPLOYEES COALITION BENEFIT TRUST

The Board of Trustees of the Santa Monica City Employees Coalition Benefit Trust does hereby amend the "Trust Agreement Governing the Santa Monica City Employees Coalition Benefit Trust, effective July 1, 2001," and as amended thereafter, as follows:

- I. **Beneficiary Definition.** Under Article II, "Definitions," Section 1 is deleted and replaced with the following:

"1. **'Beneficiary'** – any participating employee, spouse (or domestic partner per the rules of the City) or child (as defined in Internal Revenue Code Section 152(f)(1)) of a participating employee or surviving spouse, surviving domestic partner or surviving child of a participating employee, who is entitled to benefits, as defined in a benefit plan."

- II. **Funding Policy.** Under Article VI, "Trustee Responsibilities," Section 16 "Procedure for Establishing Funding Policy" is deleted in its entirety. Old Sections 17 through 18 are renumbered as Sections 16 through 17, respectively.

- III. **Whistleblower Policy.** Under Article VI, "Trustees Responsibilities," Section 18 is added as follows:

"18. Whistleblower Policy

The Trustees shall discharge their duties and administer the Trust Fund in such a manner as to comply with Section 510 of the Employee Retirement Income Security Act of 1974, "Interference with Rights Protected under Act".

- IV. **Conflict of Interest Policy.** Under Article VI, "Trustees Responsibilities," Section 19 is added as follows:

"19. Conflict of Interest Policy

The Trustees shall discharge their duties and administer the Trust Fund in such a manner as to comply with Section 4975 of the Internal Revenue Code and Section 406 of the Employee Retirement Income Security Act of 1974, regarding "Prohibited Transactions." Trustees shall review such statutes at least once annually. A Trustee shall report a potential conflict of interest to the Board of Trustees, as soon as practicable."

- V. **Mergers.** Under Article VIII, "Trustee Powers," the second paragraph of the current Section 27 is deleted and replaced with the following paragraph:

"In the event that another employee welfare benefit trust fund is to be merged into the Trust Fund, the Trustees shall have the authority to negotiate the terms of the merger, enter into an appropriate merger agreement, and carry out the steps necessary to consummate the merger. In the event that the Trust Fund is to be merged into another employee welfare benefit trust fund, the Trustees shall have the authority to negotiate the terms of the merger, enter into an appropriate merger agreement, and pursuant thereto, to terminate the Trust Fund subject to Article XIII Section 2 hereof, and to transfer the remaining monies, assets, and liabilities to the

other trust fund. However, no merger of the Trust Fund into another trust fund shall be negotiated or consummated without the written approval of the Board of Directors of the Coalition."


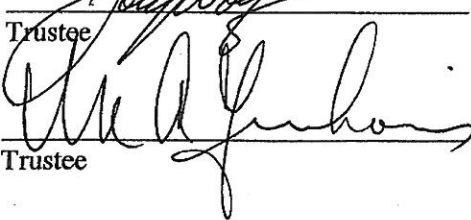
- VI. Terminations. Under Article XIII, "Amendments and Terminations," the second paragraph of Section 2 is deleted and replaced with the following:

"In any event, this Trust Agreement shall be automatically terminated upon the expiration of all Memoranda of Understandings, special agreements, and subscription agreements requiring the payment of contributions to the Trust Fund, and upon completion of the termination process. Provided that for purposes of this provision a Memorandum of Understanding or special agreement shall not be deemed to have expired in a strike or impasse situation, unless said strike or impasse continues for more than twelve (12) months.

As part of the termination process, the Trustees may arrange for retention of an independent Trustee to administer the wasting trust."

Adopted by the Board of Trustees of the Santa Monica City Employees Coalition Benefit Trust on November 3, 2011, and effective July 1, 2011.

**For the BOARD OF TRUSTEES,
SANTA MONICA CITY EMPLOYEES
COALITION BENEFIT TRUST**


Trustee

Trustee