AMENDMENT NO. 17-4
TO THE
RULES AND REGULATIONS
OF THE MEBA PENSION TRUST

The Trustees of the MEBA Pension Trust approved the following changes to the MEBA Pension Trust Defined Benefit Plan’s Rules and Regulations effective as of August 24, 2017.

1. Section 10.12 shall be amended to read as follows (new language shown in bold italics):

10.12 OVERPAYMENTS

In the event an Employee, participant, Pensioner, spouse, former spouse, alternate payee or Beneficiary (hereinafter “Payee”) is paid benefits ("Benefits") in excess of the amount to which he was entitled pursuant to the appropriate rules, Regulations and interpretations of the Plan, whether on the basis of the Plan’s error or the error or false statements of the Payee or a third party, the Payee is required to reimburse the Plan in full and the Plan shall be entitled to recover any such Benefits. Future benefit payments, if any, shall be made on the correct and appropriate basis.

The Plan has a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan on any overpaid Benefits received by the Payee or a representative of the Payee (including an attorney) that is due to the Plan under this Section, and any such amount is deemed to be held in trust by the Payee for the benefit of the Plan until paid to the Plan. By accepting Benefits from the Plan, the Payee consents and agrees that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, the Payee agrees to cooperate with the Plan in reimbursing it for all of its costs and expenses related to the collection of those Benefits.

Any refusal by the Payee to reimburse the Plan for an overpaid amount will be considered a breach of the Payee’s agreement with the Plan that the Plan will provide the Benefits available under the Plan and the Payee will comply with the rules of the Plan. By accepting Benefits from the Plan, the Payee affirmatively waives any defense the Payee may have in any action by the Plan to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.
If the Payee refuses to reimburse the Plan for any overpaid amount, the Plan has the right to recover the full amount owed by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against any future Benefits otherwise payable to or on behalf of such Payee.

The Plan also may recover any overpaid Benefits by pursing legal action against the party to whom the Benefits were paid. In the event it is necessary for the Trustees to file suit against a Payee or other party in order to collect any amount owed to the Plan arising out of or related to an overpayment or erroneous payment, such Payee or other party shall reimburse the Trustees for all reasonable attorneys’ fees and costs of suit, and other professional fees and costs expended in connection with the Trustees’ collection of any amounts owed to the Plan or the enforcement of any of the Plan’s rights to reimbursement. In the event of legal action, the Payee shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the Payee becomes obligated to repay the Plan through the date that the Plan is paid the full amount owed. The Plan has the right to file suit against the Payee in any state or federal court that has jurisdiction over the Plan’s claim.

In the case of a deceased Payee, the Plan’s rights apply to the decedent’s estate and the estate is required to comply with the Plan’s rules and procedures to the same extent as a Payee.

Effective Date: August 24, 2017
Language Approved: August 24, 2017

H. Marshall Ainley, Chairman

Edward Hanley, Secretary