



## BENEFIT PLANS

MEBA MEDICAL & BENEFITS PLAN  
MEBA PENSION TRUST  
MEBA TRAINING PLAN  
MEBA VACATION PLAN

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### MEBA TRAINING PLAN SUMMARY OF MATERIAL MODIFICATION

The Board of Trustees has amended the MEBA Training Plan to (i) determine the number of training weeks allocated to an Employer on a six-month, instead of an annual basis, (ii) clarify the rules regarding a participant's home of record, and (iii) with respect to the Plan's rights with respect to overpaid benefits. This Summary of Material Modifications informs you of these changes in the information contained in the Rules and Regulations of the MEBA Training Plan ("Plan"), as required by the Employee Retirement Income Security Act of 1974.

#### ELIGIBILITY AND REIMBURSEMENT

Effective January 1, 2017, the Trustees amended the Plan's rules to provide that the number of training weeks allocated to an Employer (for which officers assigned to such Employer will be approved to attend training courses at the Calhoun MEBA Engineering School) will be determined on the basis of each six consecutive calendar month period beginning each January 1 and July 1 rather than the prior annual basis. Effective January 1, 2017, Article I, Sections 1(A)(f)(2) – (4) of the Plan was amended as follows:

- (2) each Employer will be allocated a total number of weeks per six consecutive calendar month period beginning each January 1 and July 1 for which the officers assigned to the Employer will be approved to attend training courses at the School;
- (3) the number of weeks allocated to each Employer for each such six consecutive calendar month period shall be determined by the Trustees based upon 80% of the Employer's projected contributions to the Training Plan for the six consecutive calendar month period divided by the projected average cost of a week of training (including travel);
- (4) once the number of weeks allocated to an Employer for any six consecutive calendar month period has been exhausted, officers assigned to such Employer will not be eligible for training courses for the remainder of that six consecutive calendar month period, unless:
  - (i) an Employer elects to make additional contributions to the Training Plan to cover the cost of such training, or the officer elects to pay the cost of such training; or
  - (ii) if the training course to which the officer wants to apply is unrelated to work for the Employer to which the officer is assigned, but will qualify the officer to work for another Employer, the officer shall be permitted to attend the training course provided the officer agrees in writing (on a form approved by the Trustees) to pay the costs of the training course if the officer does not go to work for such another Employer within (a) 12 months of completing a course requiring an

annual certification; or (b) 24 months for all other courses (and fails to complete at least 60 days of Covered Employment in the 12 month period following being hired by such Employer). The agreement will provide that repayment is not required if the Trustees determine that the officer diligently sought work with such another Employer and is not hired for (or did not complete at least 60 days of Covered Employment in) such position through no fault of the officer.

### **HOME OF RECORD**

Effective August 24, 2017, the Trustees amended Article 1, Section 9(b)(3) of the Plan, with respect to the determination of a participant's home of record, to clarify for this purpose, "United States" means the 50 states, the District of Columbia and Puerto Rico.

Accordingly, Article 1, Section 9(b)(3) of the Plan was amended to read as follows:

(3) *Home of Record*: The participant's home of record will be the participant's primary residence. If a participant's primary residence is outside of the United States (for this purpose, "United States" means the 50 states, the District of Columbia and Puerto Rico), the home of record for the purpose of paying the travel reimbursement will be deemed to be the airport included on a list designated by the Trustees of major Continental United States airports that is closest to the participant's home of record.

### **OVERPAYMENTS**

Effective August 24, 2017, the Trustees amended the Plan to add a new Section 14 to Article 1, addressing the Plan's rights with respect to overpayments, as follows:

In the event an officer is reimbursed for tuition expenses and/or related registration fees ("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 officer or a third party, the officer 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 officer or a representative of the officer (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 officer for the benefit of the Plan until paid to the Plan. By accepting Benefits from the Plan, the officer 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 officer 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 officer to reimburse the Plan for an overpaid amount will be considered a breach of the officer's agreement with the Plan that the Plan will provide the Benefits available under the Plan and the officer will comply with the rules of the Plan. By accepting Benefits from

the Plan, the officer affirmatively waives any defense the officer may have in any action by the Plan or Trustees 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 officer 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 officer.

The Plan also may recover any overpaid Benefits by pursuing legal action against the party to whom the Benefits were paid. In the event it is necessary for the Trustees to file suit against an officer 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 officer 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 officer shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the officer 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 officer in any state or federal court that has jurisdiction over the Plan's claim.

In the case of a deceased officer, 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 an officer.

Please contact the Calhoon MEBA Engineering School if you have any questions.



Ann S. Gilchrist, Administrator

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