

# BENEFIT TRUST FUND

## DISABILITY PLAN (502)

### SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT

## CCPOA

### Benefit Trust Fund

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This document provides information regarding the following benefit programs furnished through the CCPOA Benefit Trust Fund:

- Disability Benefit Plan





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## INTRODUCTION

In 1987, the California Correctional Peace Officers Association established a trust (the “Trust”) for the purpose of providing health and welfare benefits for employees of the State of California Bargaining Unit 6 and their supervisors and managers employed by the State of California Department of Corrections, Department of Youth Authority, and Department of Mental Health, and their successors, and granted administration of the Trust to a Board of Trustees of the Trust (“Board of Trustees”) pursuant to a Trust Fund Agreement and Declaration of Trust (the “Trust Agreement”).

The Board of Trustees hereby establishes the CCPOA Benefit Trust Fund Disability Benefit Plan effective as of April 1, 2011. The Plan (formerly known as the “Paycheck Protection Program”) is funded by the Trust. Prior to April 1, 2011, the Plan was a part of the CCPOA Benefit Trust Fund Health and Welfare Benefit Plan.

The Plan is intended to provide eligible Participants with the benefits described in Section 3 of this Plan Document. Benefits paid under this Plan are to be used solely by the Participant to cover his or her living expenses.

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## SECTION 1 DEFINITIONS

Where the following words and phrases appear capitalized in this Plan Document, they will have the meaning set forth in this Section 1, unless the context clearly indicates otherwise.

Any reference to “you” or “yours” in this document means the Participant, as that term is defined in Section 1.37, below.

**1.1 “Acceptance”** means your claim for workers’ compensation benefits for which the workers’ compensation carrier agrees to pay benefits.

**1.2 “Actively at Work” or “Active Work”** means that you are performing with reasonable continuity all the usual and customary duties of your employment for your Employer at your regular work location or other approved work location. You will be considered to be Actively at Work or in “Active Work” on any regularly scheduled days off, holidays, or vacation days, so long

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as you are capable of performing all of the usual and customary duties of your employment with reasonable continuity at your regular work location or other approved work location on those days.

**1.3 “Active Employment”** means that you are actively employed by the California Youth and Adult Correctional Agency, Department of Mental Health, or their successors; or by CCPOA or the CCPOA Benefit Trust Fund.

**1.4 “Activities of Daily Living”** means bathing, dressing, toileting, transferring, continence and feeding.

**1.5 “Base Pay”** means your current monthly earnings, excluding any incentive pay (for example, excluding recruitment incentive/housing stipend, flight pay, bilingual/sign language pay, physical fitness incentive, night shift differential, weekend differential, K-9 duty compensation and overtime, recruitment and retention bonus, senior peace officer pay differential, educational incentive pay, and overtime pay). If you are a Permanent Intermittent Employee, benefits payable during any month will be calculated based on your average Base Pay earned in the calendar months prior to the Disability, up to a maximum of six calendar months, during which you were a Permanent Intermittent Employee.

For purposes of calculating benefits payable under this Plan during a particular Benefit Year, “Base Pay” will be determined according to the following schedule:

- (a) During the first two Benefit Years, Base Pay will be your Base Pay in effect as of the date of the onset of your Disability;
- (b) For qualifying Non-Occupational Disabilities, during the next five consecutive Benefit Years, Base Pay will increase each Benefit Year, effective as of the first day of each Benefit Year, by an amount equal to 3% of the Base Pay determined under Subsection (a) above; and
- (c) Thereafter, for qualifying Non-Occupational Disabilities, beginning with the first day of the eighth consecutive Benefit Year, Base Pay will be the Base Pay in effect as of the last day of the last Benefit Year described under Subsection (b) above.

For example, if your Base Pay at the time of your Disability is \$3,000 per month, your monthly benefit during each Benefit Year will be calculated as a percentage of the following adjusted Base Pay amount (subject to all other provisions of the Plan):

<b>Benefit Year</b>	<b>“Base Pay” for that Benefit Year for the purpose of calculating your monthly benefit under the Plan</b>
First	\$3,000
Second	\$3,000
Third	\$3,090 (\$3,000 plus 3% of \$3,000 (\$90))
Fourth	\$3,180 (\$3,090 plus 3% of \$3,000 (\$90))
Fifth	\$3,270 (\$3,180 plus 3% of \$3,000 (\$90))
Sixth	\$3,360 (\$3,270 plus 3% of \$3,000 (\$90))
Seventh	\$3,450 (\$3,360 plus 3% of \$3,000 (\$90))
Eighth and subsequent Benefit Years	\$3,450

**1.6 “Beneficiary(ies)”** means the person(s) you designate in writing on a form prescribed by the Trust (which must be signed by you) to receive any Survivor benefits that may become payable under this Plan pursuant to [Section 3.9.3](#). You may change your Beneficiary designation at any time by properly completing the beneficiary designation form prescribed by the Trust and submitting it to the Trust Office. Once the Trust Office receives your Beneficiary designation or change form, your Beneficiary designation or change will become effective on the date you signed the form. However, if the Trust has already paid the Survivor benefit on your behalf before the Trust Office receives your form, the Trust will have no further obligations under this Plan or to the beneficiary you named. If your Beneficiary dies before you, that Beneficiary’s rights and interests under the Plan will end as of the date of his or her death. See Section 3.9.3 of this Plan Document for more information about Survivor benefits.

**1.7 “Benefit Year”** means the 12 month period commencing with the first day of your Disability following the satisfaction of any Elimination Period.

**1.8 “Board of Trustees” or “Trustees”** means the Board of Trustees created pursuant to the Trust Agreement.

**1.9 “California DPA”** means the Department of Personnel Administration of the State of California.

**1.10 “CalPERS” or “PERS”** means the California Public Employees’ Retirement System, as set forth in California Government Code §§ 20000, et seq.

**1.11 “CCPOA”** means the California Correctional Peace Officers Association.

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**1.12 “CCPOA Benefit Trust Fund Employee”** means an employee of the CCPOA Benefit Trust Fund who is eligible to participate in the Plan pursuant to Section 2.1.

**1.13 “CCPOA Employee”** means an employee of CCPOA who is eligible to participate in the Plan pursuant to Section 2.1.

**1.14 “CCPOA Memorandum of Understanding”** means the current “Agreement Between State of California and California Correctional Peace Officers Association Covering Bargaining Unit 6 Corrections” as negotiated by the California DPA and CCPOA.

**1.15 “CTB”** means Catastrophic Time Bank as this term is used in the CCPOA Memorandum of Understanding.

**1.16 “Dependent Child”** means your unmarried natural child, lawfully adopted child, stepchild, or child placed in your home for adoption, who, at the time of your death, is your dependent within the meaning of Internal Revenue Code Section 152, as amended.

**1.17 “Disability” or “Disabled”** means an illness, injury, or disease, subject to the qualifications, conditions, limitations, and exclusions set forth in this Plan Document, that alone renders you unable to work in a Unit 6 occupation (or, in the case of CCPOA Benefit Trust Fund Employees or CCPOA Employees, in a CCPOA Benefit Trust Fund occupation or CCPOA occupation, respectively) for the first two Benefit Years, and for any subsequent Benefit Years, alone renders you unable to work at any type of employment.

**1.18 “Disability Retirement Benefits”** means the disability retirement benefits payable by CalPERS or other retirement plan sponsored or contributed to by your employer.

**1.19 “Domestic Partner”** means a person who is your lawful registered domestic partner (within the meaning of California Family Code §§ 297 and 298, as amended) on the date of your death. In order for the Trust to recognize a Domestic Partner for purposes of the Survivor benefits under the Plan, you or your Domestic Partner must provide the Trust Office with a copy of the “Declaration of Domestic Partnership” on file with the California Secretary of State.

**1.20 “Effective Date”** means the date your coverage under the Plan commenced as set forth in Section 2.2 of this Plan Document.



**1.21 “Eligible Employee”** means any of the following who meet the eligibility requirements of Section 2.1.1: (i) an employee of Unit 6 who is a member in good standing of CCPOA, (ii) a CCPOA Benefit Trust Employee, or (iii) a CCPOA Employee.

**1.22 “Elimination Period”** means the consecutive day period which applies to the coverage you elected as described in Appendix A, during which you must have been Disabled to be eligible to receive any Plan Benefits.

**1.23 Employer”** means the California Youth and Adult Correctional Agency, Department of Mental Health, or their successors; or CCPOA or the CCPOA Benefit Trust Fund, as applicable.

**1.24 “Enhanced IDL”** means Enhanced Industrial Disability Leave as this term is used in the CCPOA Memorandum of Understanding.

**1.25 “Enhanced NDI”** means Enhanced Non-Industrial Disability Insurance as this term is used in the CCPOA Memorandum of Understanding.

**1.26 “Enrollment”** means that you have elected to authorize a payroll deduction from your pay warrant or paycheck to pay a monthly premium to the Plan and that you have been accepted for coverage under the Plan.

**1.27 “ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and any regulations adopted pursuant thereto.

**1.28 “IDL”** means Industrial Disability Leave as this term is used in the CCPOA Memorandum of Understanding.

**1.29 “Maximum Benefit Period”** means that maximum amount of time, during which benefits will be paid under the Plan for your Non-Occupational Disability or Occupational Disability following the Elimination Period for the coverage you elected under the Plan as set forth in Appendix A.

**1.30 “Medically Necessary”** means services or treatments that meet all of the following requirements as determined by the Trustees (or their designee) based upon the exercise of reasonable judgment:

- (a) They are appropriate and reasonably required for the diagnosis, treatment or management of your medical illness, injury or condition; and

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(b) They are provided for, and are consistent with, the diagnosis or the direct care and treatment of that illness, injury or condition; and

(c) They are appropriate with regard to the standards of good medical practice in the opinion of health professionals in the generally recognized health specialty involved; and

(d) They are not primarily for your comfort or convenience, or the comfort or convenience of your family, doctor or other health care provider.

**1.31 “Mental Disease, Disorder or Condition”** means any nervous or mental disease or disorder (whether the cause is organic, physical, mental, environmental, or a combination thereof; and whether the symptoms are physical, mental, or a combination thereof) including, but not limited to: schizophrenia, manic depression or other conditions usually classified in the medical community as psychosis; depressive, phobic, manic and anxiety conditions (including panic disorders); bipolar affective disorders including mania and depression; obsessive compulsive disorders; autism; hypochondria; personality disorders (including paranoid, schizoid, dependent, antisocial and borderline); dementia and delirious states; post-traumatic stress disorder; cumulative trauma syndrome; organic brain syndrome; hyperkinetic syndromes (including attention deficit disorders); adjustment reactions; reactions to stress; anorexia nervosa and bulimia.

**1.32 “NDI”** means Non-Industrial Disability Insurance as this term is used in the CCPOA Memorandum of Understanding.

**1.33 “Non-Occupational Disability”** means an illness, injury or disease that was not caused by your employment and which is not excluded by the Plan.

**1.34 “Occupational Disability”** means an illness, injury or disease that was caused by your employment and which is not excluded by the Plan.

**1.35 “Other Income Benefits”** means those benefits described as “Other Income Benefits” in Section 3.7.2 of this Plan Document.

**1.36 “Other Related Income”** means that income described as “Other Related Income” in Section 3.7.1 of this Plan Document.

**1.37 “Participant”** means an Eligible Employee who, in accordance with the provisions of Section 2 of this Plan Document, successfully completes Enrollment in the Plan.

**1.38 “Permanent Intermittent Employee” or “PIE”** means a permanent intermittent employee as this term is used in the CCPOA Memorandum of Understanding.

**1.39 “Physician”** means a doctor of medicine (M.D.), doctor of osteopathy or osteopathic medicine (D.O.), or a doctor of podiatric medicine (D.P.M.); provided that such person is licensed by the proper authorities of the state in which he or she practices and is practicing within the scope of that license. For purposes of this Plan, the term “Physician” does not include you or your spouse, child, brother, sister or parent, or anyone residing in your household.

**1.40 “Plan”** means the CCPOA Benefit Trust Fund Disability Benefit Plan or CCPOA BTF Disability Benefit Plan.

**1.41 “Plan Document”** means this Summary Plan Description and Plan Document of the CCPOA Benefit Trust Fund Disability Benefit Plan.

**1.42 “Pre-existing Condition”** means any condition, illness, injury or disease, whether or not diagnosed, for which you (i) sought consultation, (ii) received medical or dental treatment or services, (iii) underwent any diagnostic test, or (iv) received a prescription for medication, at any time during the 5 years prior to the Effective Date of your coverage under the Plan.

**1.43 “Retire”** means the period when you are entitled to receive Service Retirement Benefits and/or Disability Retirement Benefits which, together with Social Security benefits, equal or exceed 65% (if you have Gold Shield coverage) or 100% (if you have Silver Shield coverage) of your Base Pay at the time of retirement.

**1.44 “Service Retirement Benefits”** means the service retirement benefits payable by CalPERS or any other retirement plan sponsored by your employer.

**1.45 “Spouse”** means your lawful spouse to whom you are married on the date of your death.

**1.46 “Social Security”** means the benefits provided under the United States Social Security Act, the Railroad Retirement Act, or any similar plan provided under the laws of the United States, or any plan provided as an alternative to such plans.

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**1.47 “Summary Plan Description”** means a summary plan description as that term is used in ERISA.

**1.48 “Surviving Dependent”** means a person who is your Spouse, Domestic Partner or Dependent Child at the time of your death.

**1.49 “Survivor(s)”** means your Surviving Dependent(s) or, if you do not have a Surviving Dependent as of the date of your death, your Beneficiary(ies), in accordance with Section 3.9.3 of this Plan Document.

**1.50 “Trust”** means the CCPOA Benefit Trust Fund.

**1.51 “Trust’s Administrator”** means the person or entity appointed by the Trustees to perform all functions necessary to discharge the orders and policies of the Trustees with respect to the day-to-day responsibilities of the Trust. These functions include, but are not limited to, initial decisions on benefit claims and eligibility questions over which he or she exercises discretion. The Trust’s Administrator has the discretion to deny participation in the Plan, subject to your right to appeal such decision as set forth in Section 3.13 of this Plan Document. The Board of Trustees, and not The Trust’s Administrator, is the “plan administrator” of the Plan, as that term is defined by ERISA.

**1.52 “Trust Agreement”** means the CCPOA Benefit Trust Fund Agreement and Declaration of Trust establishing the CCPOA Benefit Trust Fund, effective April 12, 1987, and any modification, amendment, restatement, extension or renewal thereof.

**1.53 “Trust Office”** means the office that administers the CCPOA Benefit Trust Fund, which includes the Disability Benefit Plan. The Trust Office may be contacted at the following: CCPOA Benefit Trust Fund, 2515 Venture Oaks Way, Suite 200, Sacramento, CA 95833-4235, Telephone Number: (800) 468-6486 or (916) 779-6300, Facsimile Number: (916) 779-6355

**1.54 “Trustee(s)”** means any natural person(s) designated as Trustee(s) pursuant to the Trust Agreement.

**1.55 “Unit 6”** means the employment unit which encompasses all State of California rank-and-file (R06), supervisory (S06), confidential (C06), and managerial (M06) employees.

**1.56 “Workers’ Compensation Award”** means a decision by the workers’ compensation insurance carrier or Workers’ Compensation Appeals Board which awards you workers’ compensation benefits from the workers’ compensation insurance carrier, including, but not limited to, any benefits awarded to you in settlement of your workers’ compensation claim, or as a result of a “compromise and release.”

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## **SECTION 2 ENTITLEMENT TO BENEFITS**

### **2.1 Eligibility.**

#### **2.1.1 Employment.**

Full-time, permanent employees or Permanent Intermittent Employees of Unit 6 who are members in good standing of the California Correctional Peace Officers Association are eligible to participate in the Plan after Enrollment, subject to the Effective Date of Coverage provisions described in Section 2.2 of this Plan Document.

In addition, CCPOA Benefit Trust Fund Employees and CCPOA Employees who are described in 2.1.1(a) or 2.1.1(b) are eligible to participate in the Plan upon Enrollment, subject to the Effective Date of Coverage provisions described in Section 2.2 of this Plan Document:

(a) Full-time non-probationary employees (as those terms are used in the CCPOA Benefit Trust Fund and CCPOA employee manuals); or

(b) Part-time non-probationary employees (as those terms are used in the CCPOA Benefit Trust Fund and CCPOA employee manuals) with at least 5 years of continuous service with the CCPOA Benefit Trust Fund or CCPOA.

#### **2.1.2 Medical Status/Pre-existing Conditions.**

(a) Enrollment. Enrollment in the Plan may be denied based on an Eligible Employee’s previous medical history, in accordance with the underwriting guidelines established by the Trustees which may be amended by the Trustees in their sole discretion from time to time.

(b) Coverage. Pre-existing Conditions will not be covered under this Plan for the first 24 months after your Effective Date, and certain Pre-Existing Conditions may not be covered under this Plan for up to 5 years after your

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Effective Date, in accordance with the underwriting guidelines established by the Trustees which may be amended by the Trustees in their sole discretion from time to time.

### **2.1.3 Application.**

In order to participate in the Plan (or to change coverage options after you are enrolled in the Plan), an Eligible Employee must complete an application for Enrollment. Enrollment is subject to all other qualifications, conditions, limitations, and exclusions described in this Plan Document. Applications can be obtained from the Trust Office at 2515 Venture Oaks Way, Suite 200, Sacramento, CA 95833-4235. Once you are enrolled in this Plan, you (or your authorized representative) must follow the benefit claim procedures described in Section 3.12 of this Plan Document to obtain any Disability benefits to which you may be entitled. Falsification of information in the application for Enrollment will be sufficient cause for the Trustees (or their designee) to deny, suspend or discontinue your benefits and/or participation in this Plan (see Section 4.4 of this Plan Document for more information).

### **2.1.4 Loss of Employment—Challenge.**

If you are an active member of CCPOA and your coverage under this Plan would otherwise cease due to a suspension, termination or medical demotion, you may continue to participate in the Plan for up to 36 months, as long as you (i) remain an active member of CCPOA, (ii) make timely premium self-payments during this period, and (iii) provide evidence to the Trust Office that you diligently continue to challenge such change of employment status by appeal or litigation. For purposes of this Section 2.1.4, timely premium payments must be made by self-paying the premium beginning at least 15 days prior to the date your eligibility under this Plan would otherwise cease. You will be responsible for making or arranging for subsequent self-payments to the Trust according to rules set by the Trustees (or their designee).

## **2.2 Effective Date of Coverage.**

### **2.2.1 CCPOA Active Members.**

Subject to successful completion of the Disability application process and obtaining underwriting approval as set forth in Section 2.1 of this Plan Document and the Actively at Work/Active Work provision below, coverage for an Eligible Employee of Unit 6 who is an active member of CCPOA will commence on the later of either:

- (a) The first day of the pay period for which the payroll deduction is taken; or
- (b) The day the completed application is received in the Trust Office, as long as the premium is subsequently received by the Trust Office for that period. (No benefit payments will be made under this Plan for a particular month unless and until premiums are received by the Trust Office for that month.)

This benefit is effective for an Eligible Employee of Unit 6 based on the Trust's reliance that the Eligible Employee is in Active Employment in Unit 6, and is a CCPOA member on that date. If not, coverage commences on the later of the date the Eligible Employee resumes Active Employment in Unit 6 or becomes an active CCPOA member, as necessary to fulfill both eligibility requirements.

You must be Actively at Work on the day before the scheduled effective date of your coverage under the Plan or your coverage will not become effective as scheduled. If you are not Actively at Work on the day before your coverage was scheduled to be effective, your coverage under the Plan will not become effective until the day after you complete one full day of Active Work as an eligible Participant.

### **2.2.2 CCPOA Employees and CCPOA Benefit Trust Fund Employees.**

Subject to successful completion of the Disability application process and obtaining underwriting approval as set forth in Section 2.1 of this Plan Document and the Actively at Work/Active Work provision below, coverage for an Eligible Employee who is a qualifying CCPOA Employee or CCPOA Benefit Trust Fund Employee will commence on the later of either:

- (a) The first day of the pay period for which the payroll deduction is taken; or
- (b) The day upon which the employee begins or resumes Active Employment, assuming the appropriate payroll deduction is taken.

You must be Actively at Work on the day before the scheduled effective date of your coverage under the Plan or your coverage will not become effective as scheduled. If you are not Actively at Work on the day before your coverage was scheduled to be effective, your coverage under the Plan will not become effective

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until the day after you complete one full day of Active Work as an eligible Participant.

### **2.3 Termination of Your Participation in the Plan.**

Except as otherwise provided in this Plan Document, your participation in, and all benefits under, the Plan will automatically terminate on the earliest of:

- (a) The last day of the month for which a payroll deduction (or premium self-payment, if applicable) which is in your name, is received by the Trust if you are required to pay premiums to the Plan; or
- (b) The date on which you cancel coverage under the Plan by filing a written cancellation notice with the Trust; or
- (c) The date on which you Retire; or
- (d) The date on which you cease to meet the Plan's eligibility requirements; or
- (e) The date on which your benefits and/or participation in this Plan is denied, suspended, or discontinued as determined by the Trustees (or their designee) for falsification of information in the application for Enrollment or in the claim form; or
- (f) When there are inadequate Plan resources for the payment of Plan benefits; or
- (g) The date the Board of Trustees terminates this Plan or the Trust.

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## **SECTION 3 BENEFITS**

### **3.1 General.**

#### **3.1.1 Calculation of Benefits.**

Benefits payable during any month will be calculated based on a 30-day calendar month, and will be based on your Base Pay.

#### **3.1.2 Coverage Options.**

If you are a Unit 6 employee, the Plan gives you the choice between Gold Shield coverage and Silver Shield Coverage. If you are a CCPOA Benefit Trust Fund Employee or a CCPOA



Employee, only Gold Shield coverage is available to you. Silver Shield coverage provides for a monthly benefit for both qualifying Non-Occupational Disabilities and Occupational Disabilities. Gold Shield coverage provides for a monthly benefit for qualifying Non-Occupational Disabilities only. Coverage for Occupational Disabilities is available if the participant elects and pays for supplemental coverage for qualifying Occupational Disabilities under the rider for Occupational Disabilities for Gold Shield participants.

### **3.2 Disability Qualifications.**

To be eligible to receive any benefits under this Plan, you must be Disabled as that term is defined in Section 1.17 of this Plan Document. In addition, any benefits payable under this Plan are subject to the qualifications, conditions, limitations and exclusions set forth in this Plan Document.

You will not be considered Disabled for purposes of this Plan if a new disabling condition arises while you are off work due to a disability for which you are not receiving benefits under this Plan.

You must be under the care of a Physician throughout the period of your claimed Disability. However, in the event you seek care from a licensed chiropractor, then subsequently seek care from a Physician who determines that you are disabled, then the Trust may retroactively pay benefits up to 90 days from the date the Physician makes the determination. In no event will the retroactive determination of disability precede the date you were first Disabled. Additionally, the Trust may pay benefits if the workers' compensation carrier approved a determination of disability which was made by a person who is not a Physician.

### **3.3 Proof of Disability.**

Prior to the payment of any benefits under the Plan, you must provide the Trust's Administrator with medical evidence verifying the nature of your Disability on a form supplied by the Trust. You must follow all benefit claim procedures set forth in Section 3.12 of this Plan Document.

### **3.4 Disability Review.**

Participants who receive Disability benefits under this Plan may have their eligibility for benefits reviewed by the Trustees at any time. The Trustees (or their designee) in their sole discretion may, at any time during the pendency of a claim or appeal or while you are receiving Plan benefits, require that you undergo a Physician examination at the Trust's expense, complete a questionnaire, or submit a Physician's report, medical records

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or other information. Failure to undergo a requested examination or to provide requested documentation within 60 days of the request may result in denial of future benefits or a suspension of benefits.

### **3.5 Other Requirements for Benefits Under the Plan.**

In order for Disability benefits to be payable, you must meet all of the following requirements throughout the benefit period:

- (a) You must pursue your workers' compensation claim, if applicable, to the full extent allowed under the law, up to and including appeal to the Workers' Compensation Appeals Board; and
- (b) You must provide any information or documentation as may be requested by the Trustees (or their designee), including, but not limited to, any lien or reimbursement agreement requested by the Trustees; and
- (c) You must remain under the care of a Physician; and
- (d) You must undergo examination by the Trust's designated Physician at the Trust's own expense, as often as the Trust requires.

### **3.6 Taxability of Benefits.**

Plan premiums are paid with post-tax dollars by eligible Unit 6 employees and CCPOA Benefit Trust Fund Employees. How premiums are paid may affect the taxability of benefits received under the Plan. For example, under current tax law, to the extent premiums are paid with your post-tax dollars, the monthly Plan benefits paid to you will generally be tax-free; however, Survivor benefits paid by the Plan may be taxable to your Survivor. You or your Survivor should consult your tax advisor regarding the tax treatment of Plan benefits in your particular situation.

### **3.7 Coordination of Benefits Under this Plan With Other Related Income and Other Income Benefits.**

All benefits under this Plan are subject to coordination of benefits. For purposes of this Plan, "coordination of benefits" means a method of reducing (offsetting) the benefits otherwise payable under this Plan by the amount of any Other Related Income and/or Other Income Benefits, as described below. In no event will the benefits payable for a particular month under this Plan, when combined with your Other Related Income and Other Income Benefits, exceed the monthly coverage levels for the coverage you elected.

**3.7.1 Other Related Income.**

All benefits otherwise payable under this Plan will be reduced by the amount of any Other Related Income that has been paid or becomes payable to you as the result of your return to employment with Unit 6, CCPOA Benefit Trust Fund, or CCPOA as applicable, as described in Section 3.11(b).

**3.7.2 Other Income Benefits.**

All benefits otherwise payable under this Plan will be reduced by the amount of any benefits that have been paid or become payable to you (or on your behalf) under any other group or individual disability plan including, but not limited to, workers' compensation, temporary disability, permanent disability, sick leave, CTB, NDI, Enhanced NDI, Social Security, Service Retirement Benefits, Disability Retirement Benefits, and any other individual or group disability plan (collectively, the "Other Income Benefits"), regardless of when such Other Income Benefits are paid. Any Other Income Benefit paid in a lump sum will be prorated over the period for which they were payable for purposes of determining the benefits payable under this Plan for a particular month. "Other Income Benefits" does not include credit disability insurance or the accident or sickness policies offered through the CCPOA Benefit Trust Fund by Combined Insurance.

This provision applies regardless of whether you have applied for and/or are receiving such Other Income Benefits. If you do not apply for all of the Other Income Benefits for which you may be eligible, including sick leave, the Plan will calculate the amount of unclaimed Other Income Benefits and deduct this amount from the benefits otherwise payable to you under this Plan. For purposes of this provision, "apply" means making an initial application for Other Income Benefits and timely filing all reasonable appeals.

**3.8 Reimbursement to the Trust.**

All benefits paid under this Plan are subject to the reimbursement provisions described in Section 4.5. Hence you must execute the Trust-approved reimbursement agreement at the time you apply for benefits. By submitting a claim for benefits under this Plan, you (and your authorized representative) will be deemed to have agreed to such reimbursement provisions.

**3.9 Benefit Levels.**

**3.9.1 Gold Shield Coverage.**

(a) Basic Coverage for Non-Occupational Disabilities Only. Gold Shield coverage provides for a monthly benefit of up to 65% of your Base Pay for qualifying Non-Occupational Disabilities only, less any Other Related Income and Other Income Benefits as described in Section 3.7 of this Plan Document which may be payable. However, in no event will the benefit payable for a qualifying Non-Occupational Disability under the Plan for a particular month exceed the Maximum Monthly Benefit (set forth in Appendix A for Gold Shield coverage); and, notwithstanding any other provisions in this Plan Document to the contrary, in no event will the benefit payable for a qualifying Non-Occupational Disability under the Plan for a particular month after the Elimination Period be less than the Minimum Monthly Benefit (set forth in Appendix A for Gold Shield coverage). No benefits for Occupational Disabilities are available without the proper election of Gold Shield supplemental coverage and the timely and proper payment of all monthly premiums for such coverage.

(b) Supplemental Coverage for Occupational Disabilities. Gold Shield supplemental coverage provides for a monthly benefit of up to 65% of your Base Pay for qualifying Occupational Disabilities, less any Other Related Income and Other Income Benefits as described in Section 3.7 of this Plan Document which may be payable. Gold Shield supplemental coverage is available to you if you have properly elected to purchase supplemental coverage for Occupational Disabilities under the rider for such coverage on or after January 1, 2006, have timely and properly paid all of the monthly premiums for such coverage (set forth in Appendix A for Gold Shield Coverage) and have satisfied all other requirements of the Plan. In no event will the benefit payable for a qualifying Occupational Disability under the Plan for a particular month exceed the Maximum Monthly Benefit (set forth in Appendix A for Gold Shield coverage); and, notwithstanding any other provisions in this Plan Document to the contrary, in no event will the benefit payable for a qualifying Occupational Disability under the Plan for a particular month after the Elimination Period be less than the Minimum Monthly Benefit (set forth in Appendix A for Gold Shield coverage). Gold Shield supplemental coverage for Occupational Disabilities cannot be elected and/or purchased separately from Gold Shield coverage for Non-Occupational Disability.

(c) Enhanced Coverage. For qualifying Non-Occupational Disabilities, after the first two Benefit Years, the monthly benefit will be increased to 75% during any month in which you are unable to perform two of the six Activities of Daily Living, subject to all other provisions of the Plan.

(d) Additional Rule Applicable to Occupational Disabilities. Gold Shield benefits for Occupational Disabilities are limited to the Minimum Monthly Benefit (set forth in Appendix A for Gold Shield coverage) for any month during which you are eligible for IDL or Enhanced IDL benefits.

(e) Elimination Period for Non-Occupational and Occupational Disabilities. Gold Shield benefits begin to accrue on the first day following satisfaction of the Elimination Period (set forth in Appendix A for Gold Shield coverage). No benefits are payable during the Elimination Period.

(f) Maximum Benefit Period for a Non-Occupational Disability. Subject to all other provisions of the Plan, if your claim results from a Non-Occupational Disability, Gold Shield benefits may be paid for up to the Maximum Benefit Period (set forth in Appendix A for Gold Shield coverage for a Non-Occupational Disability). You must meet all of the requirements described in Section 3.5 throughout the benefit period.

(g) Maximum Benefit Period for an Occupational Disability. Subject to all other provisions of the Plan, if your claim results from an Occupational Disability, Gold Shield benefits may be paid for up to the Maximum Benefit Period (set forth in Appendix A for Gold Shield coverage for an Occupational Disability). You must meet all of the requirements in Section 3.5 throughout the benefit period.

If the Workers' Compensation Appeals Board denies benefits because it determines that the cause of your Disability is not work related, you will be considered to have a Non-Occupational Disability for purposes of this Plan, provided you furnish a copy of the final Workers' Compensation Appeals Board determination to the Trust within 60 days after the date of such determination.

(h) Premium. The monthly premium for Gold Shield coverage and the additional monthly premium for supplemental coverage for Occupational Disabilities are set forth in Appendix A and may vary by class of Participant.

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Your contributions are paid through payroll deductions, except as otherwise provided in this Plan Document. The Trustees may modify the premium payable at any time in their sole discretion.

(i) Premium Waiver. Once you have been Disabled for a period of 60 consecutive calendar days, and if your Disability is covered under the Plan, your monthly premium for the Gold Shield coverage you elected will be waived beginning on the first day of the next following month, and continuing for the period during which you are receiving benefits under the Plan for the same Disability.

(j) Survivor Benefit. If you die while receiving Gold Shield benefits, your Survivor(s) may be eligible to receive continued monthly benefits as described in Section 3.9.3 of this Plan Document.

### **3.9.2 Silver Shield Coverage.**

(a) Basic Coverage. Silver Shield coverage provides for a monthly benefit of up to 100% of your Base Pay, less any Other Related Income and Other Income Benefits as described in Section 3.7 of this Plan Document which may be payable. However, in no event will the benefit payable under the Plan for a particular month exceed the Maximum Monthly Benefit (set forth in Appendix A for Silver Shield coverage); and, notwithstanding any other provisions in this Plan Document to the contrary, in no event will the benefit payable under the Plan for a particular month after the Elimination Period be less than the Minimum Monthly Benefit (set forth in Appendix A for Silver Shield coverage).

(b) Additional Rule Applicable to Occupational Disabilities. Silver Shield benefits are limited to the Minimum Monthly Benefit (set forth in Appendix A for Silver Shield coverage) for any month during which you are eligible for IDL or Enhanced IDL benefits.

(c) Elimination Period for Non-Occupational and Occupational Disabilities. Silver Shield benefits begin to accrue on the first day following satisfaction of the Elimination Period (set forth in Appendix A for Silver Shield coverage). No benefits are payable during the Elimination Period.

(d) Maximum Benefit Period for a Non-Occupational Disability. Subject to all other provisions of the Plan, if your

claim results from a Non-Occupational Disability, Silver Shield benefits may be paid for up to the Maximum Benefit Period (set forth in Appendix A for Silver Shield coverage for a Non-Occupational Disability). You must meet all of the requirements described in Section 3.5 throughout the benefit period.

(e) Maximum Benefit Period for an Occupational Disability. Subject to all other provisions of the Plan, if your claim results from an Occupational Disability, Silver Shield benefits may be paid for up to the Maximum Benefit Period (set forth in Appendix A for Silver Shield coverage for an Occupational Disability). You must meet all of the requirements described in Section 3.5 throughout the benefit period.

If the Workers' Compensation Appeals Board denies benefits because it determines that the cause of your Disability is not work related, you will be considered to have a Non-Occupational Disability for purposes of this Plan, provided you furnish a copy of the final Workers' Compensation Appeals Board determination to the Trust within 60 days after the date of such determination.

(f) Premium. The monthly premium for Silver Shield coverage is set forth in Appendix A and may vary by class of Participant. Your contributions are paid through payroll deductions, except as otherwise provided in this Plan Document. The Trustees may modify the premium payable at any time in their sole discretion.

(g) Premium Waiver. Once you have been Disabled for a period of 60 consecutive calendar days, and if your Disability is covered under the Plan, the monthly premium for Silver Shield coverage will be waived beginning on the first day of the next following month, and continuing for the period during which you are receiving benefits under the Plan for the same Disability.

(h) Survivor Benefit. If you die while receiving Silver Shield benefits, your Survivor(s) may be eligible to receive continued monthly benefits as described in Section 3.9.3 of this Plan Document.

### **3.9.3 Survivor Benefit.**

(a) Continued Monthly Benefits. If you die while receiving Disability benefits under the Plan, your Survivor(s) will receive continued monthly benefits for the period of time that applies to the Plan coverage you elected as set forth in

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Appendix A. Except as otherwise provided in this Plan Document, the amount of each continued monthly benefit payment will equal the monthly benefit payable under this Plan for your last full calendar month of Disability. If your death is by suicide, no Survivor benefit will be payable.

(b) Your Survivors. If you die, any Survivor benefits payable under this Plan will be paid to the first surviving class of the following classes, in the following order:

- (i) Your Spouse or your Domestic Partner; or
- (ii) Your Dependent Children, in equal shares; or
- (iii) Your designated Beneficiary(ies).

If you have no Surviving Dependent(s), and you did not name a Beneficiary or if your Beneficiary is not living or existing (including by operation of law) when you die, no Survivor benefits will be payable under this Plan.

### **3.10 Commencement of Benefits.**

You may be entitled to benefits under this Plan if:

- (a) You meet the eligibility requirements of Section 2 of this Plan Document; and
- (b) You have satisfied the applicable Elimination Period; and
- (c) Your application for benefits and any other requested documentation has been provided to the Trust within the time limits provided in this Plan Document.

Disability benefits are payable according to the benefit levels described in Section 3.9 of this Plan Document for the period that you are Disabled, beginning with the first day of Disability following the Elimination Period, subject to all other provisions of this Plan Document. No benefits are payable under this Plan until the Elimination Period has been satisfied.

In the event that you are determined to be eligible for Disability benefits under the Plan and you wish to continue your participation in any of the other benefit programs of the Trust for which you are eligible and enrolled, you may authorize the Trust to deduct a portion of your monthly benefits to pay for such coverage by completing the form provided by the Trust for this purpose and submitting it to the Trust Office. To the extent that your continued participation in the Trust's benefit programs requires continued payment of your CCPOA dues, you may also



authorize the Trust to deduct a portion of your monthly benefits to pay for such dues. (Note: You are not required to have the Trust deduct a portion of your Disability benefits to pay for your dues or your premium payments under the Trust's other benefit programs. You may make these payments via check or other payment scheme authorized by the Trust.) You are responsible for making sure that the Trust timely receives the proper documentation to deduct a portion of your Plan benefits to pay your CCPOA dues and/or premium payments for any other benefit programs provided by the Trust. If the Trust does not receive proper documentation from you authorizing the Trust to deduct a portion of your Disability benefits to pay for your continued participation in the Trust, you may suffer a gap or termination in coverage if you do not timely pay for your CCPOA dues and/or your premium payments.

### **3.11 Termination of Benefits.**

Your benefits shall automatically terminate on the earliest of:

- (a) The date on which you return to your Unit 6, CCPOA Benefit Trust Fund, or CCPOA employer on a light duty basis, or the date on which you are offered light duty employment by your Unit 6, CCPOA Benefit Trust Fund, or CCPOA employer; or
- (b) The date you are no longer Disabled; provided, however, that in the event you return to your Unit 6, CCPOA Benefit Trust Fund, or CCPOA employer on a part-time basis, you will be treated as if you are Disabled for purposes of payment of benefits under this Plan for up to 120 days, subject to Coordination of Benefits as described in Section 3.7 and all other provisions of this Plan; or
- (c) The date the Maximum Benefit Period for the coverage you elected (set forth in Appendix A) ends; or
- (d) The date on which your participation in the Plan is terminated pursuant to Section 2.3 of this Plan Document; or
- (e) The date you die (except for purposes of payment of the Survivor Benefit described in Section 3.9.3 of this Plan Document); or
- (f) When there are inadequate Plan resources for the payment of Plan benefits; or

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(g) The date the Board of Trustees terminates this Plan or the CCPOA Benefit Trust Fund.

### 3.12 Benefit Claim Procedure.

#### 3.12.1 Claim for Plan Benefits.

(a) To make a claim for Disability benefits, you (or your authorized representative) must obtain a claim packet (including a claim form) from the Trust Office at: 2515 Venture Oaks Way, Suite 200, Sacramento, CA 95833-4235. The completed claim form is to be filed with the Trust within 365 days of the onset of your Disability or, in the case of a successive period of Disability as described in Section 4.2.1 of this Plan Document, within 365 days of the onset of your successive period of Disability. You (or your authorized representative) and your Physician must complete the claim form in its entirety and deliver it to the Trust Office to the attention of the Trust's Administrator before you will be eligible to receive any benefits. Your Physician must describe on the claim form what your Disability is, and how your Disability renders you unable to work. To make a claim for Survivor benefits, in addition to the requirements described above, proof of death must also be provided to the Trust within 365 days of the date of your death. Notwithstanding the above, if you are receiving IDL, Enhanced IDL or State temporary disability insurance benefits, your completed claim form must be filed with the Trust no later than 90 days after the last day for which such IDL, Enhanced IDL or State temporary disability insurance benefits are payable to you.

(b) If the Trustees (or their designee) request additional information, you (or your authorized representative) must provide it before you (or your Survivor(s)) will receive any benefits. Failure to provide information within 60 days from the date requested, or falsification of information in the application for Enrollment or in the claim form, will be sufficient cause for the Trustees (or their designee) to deny, suspend or discontinue your benefits and/or participation in this Plan.

(c) Disability payments will only be provided while you are under the regular care of a Physician. Any person receiving benefits will have his or her eligibility reviewed monthly by the Trust, and will be required to submit a periodic Physician's report to the Trust. Failure to furnish proof of Disability or failure to follow reasonable prescribed medical care may be cause for termination of benefits. The Trust, at its own expense, shall have the right and opportunity, as often as it may reasonably require during

the pendency of a claim, to have its Physician examine the person requesting or receiving benefits.

(d) Prior to issuing payment, the Trustees (or their designee) will review the claim form and determine whether to grant or deny coverage under the Plan.

(e) The Trust may deduct from future benefit payments payable to you or on your behalf from this or another Plan of the Trust any overpayments and any reasonable expenses, interest and/or attorneys' fees incurred in obtaining such recoveries. Refer to Section 4.5 of this Plan Document for more information.

(f) If the Trust denies benefits, you (or your authorized representative) may appeal the adverse benefit determination under Section 5 of this Plan Document. (Claim and appeal procedures for eligibility determinations under the Plan are described in Section 3.13 of this Plan Document.)

### **3.12.2 Notification of Claim Denial.**

As the ERISA claims regulations mandate, if your claim is denied in whole or in part, you will be notified in writing and given an opportunity for review. The written denial will state:

(a) The specific reasons for the denial.

(b) Specific reference to pertinent Plan provisions on which the denial is based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) An explanation of the Plan's claim review procedure, including a statement of your right to bring a civil action under ERISA § 502(a).

(e) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge to you upon request.

(f) If the denial of the claim is based on a medical necessity, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the medical determination or a statement that you can receive the explanation free-of-charge upon request.

**3.12.3 Timing of Benefit Denial.**

(a) Notice. The Trust will notify you of an adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim. This period may be extended for up to 30 days (to a total of 75 days) if the Trust determines that an extension of time for making the determination is necessary due to matters beyond the control of the Trust, and notifies you prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Trust expects to render a decision.

If the Trust determines that an additional extension of time for making the benefit determination is necessary due to matters beyond the control of the Trust, and notifies you prior to the expiration of the first 30-day extension period of the circumstances requiring the extension of time and the date by which the Trust expects to render a decision, then the period for making a benefit determination may be extended by the Trust for an additional 30 days (to a total of 105 days).

If an extension of time is due to your failure to submit the information necessary to decide a claim for Disability benefits, you will be afforded at least 45 days within which to provide the specified information. The period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to you, until the earlier of the date on which you respond to the request for additional information or the date the Trust required a response from you.

(b) Explanation of Extension. If an extension is necessary to consider a claim for Disability benefits, the notification of the extension will specifically provide:

- (i) An explanation of the matters beyond the control of the Trust that gives rise to the need for an extension; and
- (ii) An explanation of the standards on which entitlement to a benefit is based; and
- (iii) The unresolved issues that prevent a decision on the claim; and

(iv) The additional information needed to resolve the issues.

(c) Failure to Provide Denial Within Time Limits. If your claim for Disability benefits is not acted on within the time period provided by this Section 3.12.3, you may proceed to the appeal procedures in Section 5 of this Plan Document as if the claim has been denied.

### **3.13 Eligibility Claims and Appeals.**

If you have a question regarding your eligibility for the Plan, you should contact the Trust Office by telephone or in writing. The Trust will make an initial determination of your eligibility within 30 days after your request is received. If your request regarding eligibility is denied, you can appeal that decision to the Board of Trustees. The appeal must be in writing and sent to the Trust Office. The Trustees will review the eligibility appeal within a reasonable period of time. The Trust will notify you of its decision on appeal no later than 120 days after receiving your appeal. The procedures specified in this Section 3.13 shall be the sole and exclusive procedures available to any person who is dissatisfied with an eligibility determination by the Trustees.

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## **SECTION 4 LIMITATIONS AND EXCLUSIONS**

### **4.1 Pre-existing Conditions and Medical Underwriting.**

Participation in and/or benefits under the Plan may be limited or denied based on your medical history including Pre-existing Conditions, as described in Section 2.1.2 of this Plan Document.

### **4.2 Successive Periods of Disability and Successive Disabilities.**

#### **4.2.1 Successive Periods of Disability Arising From the Same or Related Causes.**

Successive periods of Disability will be considered as one period of Disability if they arise from the same or related causes and are not separated by a return to Active Work or if the successive period of Disability occurs less than 90 days after a return to Active Work. If you suffer a successive period of Disability, you will not be subject to a second Elimination Period and the total Disability benefits payable will not exceed the limits available for (and from the date of) the original Disability. You will have a different claim period for the successive period of Disability, as described in Section 3.12.1(a).

**4.2.2 Successive Disabilities Arising From Different or Unrelated Causes.**

If you suffer a successive Disability arising from different or unrelated causes (including a disability that follows a disability not covered by this Plan), the onset of which occurs prior to your return to Active Work, the successive Disability is not covered under this Plan. In such case, you may only receive Disability benefits for the period of the original Disability, and until such time as you would have been released to work following the original Disability had the successive Disability not occurred.

**4.3 Coordination of Benefits.**

All Disability benefits provided under this Plan will be subject to coordination of benefits, as described in Section 3.7 of this Plan Document.

**4.4 Termination of Coverage for False Representations.**

Notwithstanding any other provision of the Plan, if you make a false representation to the Trust, your coverage and benefits under this Plan may be immediately and permanently terminated by the Trustees (or their designee) in their sole discretion. The Trust reserves the right to seek financial damages resulting from such false representation, and may pursue legal action against you. For purposes of the Plan, “false representation” includes, but is not limited to, falsifying or intentionally withholding information on the application for enrollment or submitting falsified claims.

**4.5 Reimbursement to Trust.**

**4.5.1 Benefits Subject to Reimbursement.**

In the case of any Disability, you will be required to reimburse the Trust for up to the full amount of Plan benefits paid to you or on your behalf (less your Minimum Monthly Benefits set forth in Appendix A for the coverage you elected), for any of the following:

- (a) IDL or Enhanced IDL benefits; and
- (b) A Workers’ Compensation Award; and
- (c) Any Other Related Income and Other Income Benefits (as defined in Sections 3.7.1 and 3.7.2 respectively) with which benefits under this Plan are coordinated; and
- (d) Any Plan benefit overpayments; and
- (e) Any benefits paid in error by the Trust.

#### **4.5.2 The Trust's Right to Reimbursement.**

(a) General Terms. The Trust is entitled to enforce its right to full reimbursement in any manner allowed by law in the event you do not reimburse the Trust in accordance with this Section 4.5, including but not limited to, deducting amounts from future benefits payable to you (or on your behalf) under this Plan or any other benefit program of the CCPOA Benefit Trust Fund and seeking appropriate equitable or legal relief. The Trust's right of reimbursement shall not be reduced by any fees or costs you may incur in connection with your pursuit of any of the benefits described in Section 4.5.1 above or by any state law doctrines that would reduce the amount the Plan may be entitled to recover.

(b) Lien and Creation of Constructive Trust. At the time the Trust pays benefits which may be subject to the Trust's right of reimbursement, you shall at that time grant to the Trust (as a condition of such payment) a lien (legal, equitable, equitable lien by contract or other any other permissible lien) in any property described in 4.5.1 above, without regard to the identity of the property's source or holder at any particular time; or whether the property at the time the property exists, is segregated, or whether you have any rights to it. Until the time such lien is completely satisfied, you shall take or regain possession of any property subject to the Trust's lien in your name, place it in a segregated account within your control at least in the amount of the lien and not alienate it or otherwise take any action so that such property is not in your possession prior to the satisfaction of such lien. You shall hold such property as the Trust's constructive trustee. As the Trust's constructive trustee, you shall immediately deliver such property to the Trust upon the direction of the Trust to satisfy the lien.

#### **4.6 Multiple Disabilities.**

If you have suffered multiple injuries, illnesses and/or diseases resulting in entitlement under this Plan to both Occupational and Non-Occupational Disability benefits during the same time period, the Trust will pay the benefits for the Occupational Disability only.

#### **4.7 Illnesses Presumed Occupational.**

Any Disability which is caused or contributed to by any illness or injury that is presumed to arise out of and in the course of employment under applicable law shall be considered an Occupational Disability for purposes of this Plan, unless the

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Trustees determine, based on clear and convincing medical evidence you present to the Trust, that such Disability is Non-Occupational. This may include heart trouble (other than hypertension), tuberculosis, meningitis, pneumonia, blood borne pathogens, and cancer (if you are involved in active law enforcement and can show you were exposed to a known carcinogen).

### 4.8 Exclusions.

This Plan does not pay benefits for Disabilities that result from any of the following circumstances or causes:

- (a) intentionally self-inflicted injuries, suicide, or attempted suicide, while sane or insane; or
- (b) participation in the commission or attempted commission of a felony; or
- (c) operation of a vehicle while under the influence of alcohol or drugs; or
- (d) an act of war, whether declared or not, insurrection or rebellion; or
- (e) participation in a riot or civil commotion that is not related to your employment; or
- (f) earthquake, flood or other natural disasters; or
- (g) service in the armed forces of any country; or
- (h) illness, injury or disease due to alcohol or drug abuse; or
- (i) illegal use of drugs; or
- (j) disease, disorder, or condition caused by anxiety and/or stress; or
- (k) a Mental Disease, Disorder or Condition; or
- (l) controllable hypertension that is uncontrolled; or
- (m) non-Medically Necessary surgery or procedures (including, but not limited to, cosmetic surgery or procedures, or any surgery or procedures involved with a donation of your organ (unless the donation is performed on a charitable basis)) and any illness, injury, disease, disorder or condition resulting therefrom; or
- (n) any disability which occurs while you are not considered to be Actively at Work as a result of a disability not covered under this Plan; or
- (o) a Pre-existing Condition pursuant to Section 2.1.2 of this Plan Document; or



(p) a successive Disability arising from different or unrelated causes, as described in Section 4.2.2 of this Plan Document.

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## **SECTION 5**

### **BENEFIT CLAIM APPEAL PROCEDURES**

#### **5.1 Duty To Notify Trust Office of Claim.**

You (or your authorized representative or, in the case of Survivor benefits, your Survivor) are required to notify the Trust Office of your claim for benefits pursuant to Section 3.12 of this Plan Document before you are entitled to either receive benefits under this Plan or appeal the Trust Office's decision denying your request for benefits.

#### **5.2 Appeals.**

If you apply for and are denied Plan benefits by the Trustees (or their designee), or believe you did not receive the full amount of benefits to which you are entitled, you have the right to appeal the matter to the Board of Trustees, provided that a timely written notice of appeal is filed with the Trust Office. You must complete and submit a HIPAA authorization for release of health care information (provided in the claim form packet, and available from the Trust Office) with your claim. You must file a written notice of appeal no later than 180 days following receipt of the adverse decision from the Trust. The appeal will be conducted by the Board of Trustees.

#### **5.3 Scheduling of Appeal.**

The Trustees will review a properly filed appeal at the next regularly scheduled meeting of the Board of Trustees, unless the request for review is received by the Trustees within 30 days preceding the date of such meeting. In such case, the appeal may be reviewed no later than the date of the second meeting following the Trustees' receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third meeting of the Board of Trustees following the Trustees' receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as a request for a hearing on the appeal, then prior to the commencement of the extension, the Trust will notify you in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

**5.4 Appeal Procedures.**

(a) You are entitled to a hearing to present your position and any evidence in support thereof. You may be represented by an attorney or by any other representative of your choosing at your own expense. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

(b) You must introduce sufficient credible evidence on appeal to establish, prima facie (on its face), entitlement to the relief from the decision from which the appeal is taken. You shall have the burden of proving your right to relief from the decision or action appealed, by a preponderance of evidence. The Trustees will review all comments, documents, records and other information submitted by you related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Trustees will not afford any deference to the initial adverse benefit determination.

(c) When deciding an appeal of a claim for Disability benefits that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The identity of any medical or vocational expert whose advice was obtained on behalf of the Trust in connection with the adverse benefit determination for Disability benefits will be disclosed to you. Any individual health care professional with whom the Trustees consults on appeal will neither be the individual who was consulted in connection with the initial adverse benefit determination, nor the subordinate of such individual.

**5.5 Decision After Appeal Hearing.**

As the ERISA claims regulations mandate, the Trust will issue a written decision on review as soon as possible, but not later than 5 days following the conclusion of the hearing. In the case of an adverse benefit determination, the written denial will indicate the specific reasons for the adverse benefit determination and a specific reference to pertinent Plan provisions on which the denial is based. The written decision will also include:

(a) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim for benefits.

(b) A statement of your right to bring a civil action under ERISA § 502(a).

(c) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge to you upon request.

(d) If the denial of the claim is based on a medical necessity or similar exclusion or limit, an explanation of the scientific or clinical judgment for the medical determination or a statement that you can receive the explanation free-of-charge upon request.

### **5.6 No Further Right of Appeal.**

There is no further right of appeal following issuance of the written decision of the Trustees on an appeal of a claim for Disability benefits. Instead you may bring a civil action under ERISA § 502(a).

### **5.7 Sole and Exclusive Procedures.**

The procedures specified herein are the sole and exclusive procedures available to a Participant to obtain Disability benefits and to appeal a determination by the Trust Office.

### **5.8 Examination of Participant.**

The Trust has the right to have its Physician examine you at its own expense and as often as it may reasonably require while your claim under the Plan is pending or while you are receiving benefits under the Plan.

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## **SECTION 6 MISCELLANEOUS**

### **6.1 Limitation of Rights.**

Neither the establishment of the Plan and the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving you or any other person any legal or equitable right of action, or any recourse against CCPOA or its employees, the Trust or its employees, or the Trustees, except as provided in this Plan Document and the Trust Agreement.

**6.2 Applicable Laws and Regulations.**

Reference in this Plan Document to any particular sections of any local, state or federal statute includes any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where this Plan is subject to California law, this Plan and the Trust shall be guided and/or governed by ERISA.

**6.3 Trustee Authority.**

The Trustees have the authority and discretion to determine all questions relating to eligibility to participate in and the benefits payable under the Plan. The Trustees have the exclusive and discretionary right to interpret and construe the Trust Document and the Plan Document and to decide any and all matters arising thereunder, including the right to interpret Plan terms and or remedy possible ambiguities and inconsistencies as well as to determine factual matters or omissions. All interpretations and decisions of the Trustees with respect to any matter hereunder shall be final, conclusive and binding on all parties affected thereby. The Trustees also have the authority to delegate any and all administrative functions under the Plan.

**6.4 Incompetence or Incapacity of Participant.**

**6.4.1 Payment of Benefits.**

In the event the Trust determines that you are incompetent or incapable of receiving benefits on your own behalf and no guardian, conservator, or other analogous representative (as determined by the Trustees) has been appointed, or, in the event you have not provided the Trust with an address at which you can be located for payment, the Trust may, during your lifetime, pay any benefit amount otherwise payable to you, to your Spouse, Domestic Partner or relative by blood, or to any other person or institution determined by the Trust to be equitably entitled thereto; or in the case of your death, before all amounts payable have been paid, the Trust may pay any such amount to one or more of the following of your surviving relatives: your Spouse, Domestic Partner, Dependent Children, or to your Beneficiary, as the Board of Trustees in its sole discretion may designate. Any payment in accordance with this provision shall fully discharge the obligation of the Trust under this Plan to the extent of such payment.

**6.4.2 Filing Claims and Appeals.**

In the event the Trust determines that you are incompetent or incapable of filing a claim and/or appeal on your own behalf and you have not designated an individual as your authorized representative (in accordance with Section 6.5

of this Plan Document), another individual may file a claim and/or appeal on your behalf.

**6.5 Authorization of Representative.**

In the event that you are unable to file a claim or an appeal pursuant to Sections 3 and 5 of this Plan Document on your own behalf or if you desire to have someone else act on your behalf with respect to such claim or appeal, you may authorize another individual including, but not limited to, your Spouse or Domestic Partner, a CCPOA official, or attorney, to act as your authorized representative. Such representative must comply with the claims and appeals procedures described in Sections 3 and 5 of this Plan Document. You may designate an individual as your authorized representative by filing an Authorization of Representative form with the Trust. Except as otherwise required by applicable law, the Trust will not treat anyone as your authorized representative unless such form has been completed and filed with the Trust.

**6.6 Amendment and Termination.**

The Board of Trustees of the CCPOA Benefit Trust Fund reserves the right to amend, delete or add to the terms of the Plan and to terminate the Plan, in whole or in part, at any time, without advance notice to any person in its sole discretion. There is no guarantee that the Plan will last forever.

**6.7 Benefits Upon Termination.**

In the event of termination or partial termination of the Plan, the assets then remaining after providing for the expenses of the Plan and for the payment of any benefits theretofore approved, will be distributed among the Participants or transferred to a plan operated by an Internal Revenue Code § 501(c)(9) entity providing similar benefits, or in some other manner determined by the Trustees.

**6.8 Notice.**

Any notice to be delivered to participants under this Plan shall be given in writing and delivered, personally or by first-class mail to the participant or any beneficiaries, as the case may be, at their last known address on file with the Trust Office.

Notices which participants or their beneficiaries must provide to the Plan must be sent via first class mail or delivered personally to the Trust Office:

CCPOA Benefit Trust Fund  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235--  
Telephone Number: (916) 779-6300  
Toll Free: (800) 468-6486

## **Benefit Trust Fund - Disability Benefit Plan (502)**

Facsimile Number: (916) 779-6355

### **6.9 No Waiver of Terms.**

No term, condition or provision of the Plan shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written agreement of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

### **6.10 No Transfer of Rights.**

No participant or Beneficiary may sell, transfer, anticipate, assign, hypothecate, or otherwise dispose of his or her benefits, or any right or interest under the Plan, except as expressly provided in the official Plan Documents (and the Board of Trustees shall not recognize or be required to recognize any such disposition); nor may any benefit, right or interest under the Plan be subject to the voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from claims of creditors or other claimants, or liable to attachment, execution or other legal process, except as expressly provided in the official plan documents.

Unless specifically provided otherwise in this document, the Board of Trustees will only make payments directly to the person entitled to benefits under the Plan, the Beneficiary, except when the Beneficiary is a minor or considered (in good faith) by the Board of Trustees to be incompetent or otherwise incapacitated, in accordance with the terms of the CCPOA Benefit Trust Fund Agreement and Declaration of Trust or Plan documents. The Board of Trustees may make any arrangements for payment on the Beneficiary's behalf that it determines will be beneficial to the Beneficiary, including the payment of such amounts to a representative payee such as the guardian, conservator, spouse or dependent of the Beneficiary, or an institution providing care to the Beneficiary.

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## **SECTION 7**

### **INFORMATION REQUIRED BY ERISA**

#### **7.1 Plan Name.**

The name of the plan is the CCPOA Benefit Trust Fund Disability Benefit Plan or CCPOA BTF Disability Benefit Plan.

#### **7.2 Sponsoring Organization**

CCPOA Benefit Trust Fund  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235

#### **7.3 Type of Plan**

The Plan is a disability benefit plan.

#### **7.4 Plan Administrator.**

The Plan Administrator is the Board of Trustees of the CCPOA Benefit Trust Fund. Its address and phone number are as follows:

Board of Trustees of the CCPOA Benefit Trust Fund  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235  
**Telephone:** (916) 779-6300 (Sacramento)

#### **7.5 Administration.**

The Plan is administered by the Board of Trustees in accordance with the provisions of the Trust Agreement. The Board of Trustees has appointed an administrator (the “Trust’s Administrator”) to perform the functions necessary to carry out the orders and policies of the Board of Trustees with respect to the day-to-day administration of the Trust with respect to this Program, including making initial claim determinations.

All administrative inquiries, claims, appeals and related information, and general information should be directed to the Trust Office, care of the Trust’s Administrator:

Trust’s Administrator  
CCPOA Benefit Trust Fund  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235  
**Telephone:** (916) 779-6300 (Sacramento)

The name of the current Trust’s Administrator is set forth in Appendix A.

#### **7.6 Names and Addresses of the Trustees.**

The names and business addresses of the Trustees are set forth in Appendix A.

## **Benefit Trust Fund - Disability Benefit Plan (502)**

### **7.7 E.I.N. and Plan Number.**

The E.I.N. of the Trust is 94-6459649. The three-digit number assigned to the Plan is 502.

### **7.8 Plan Year.**

The Plan year is April 1 to March 31.

### **7.9 Service of Legal Process.**

Service of legal process may be made upon the Trust's Administrator, any Trustee, or the Plan Administrator at the Trust Office:

CCPOA Benefit Trust Fund Office  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235

### **7.10 Contributions.**

The contributions necessary to finance the Program are made solely by Participants. Contributions are calculated, and changed, as necessary by the Trustees at any time in their sole discretion, to cover expected benefit payments and for defraying administrative expenses.

### **7.11 Funding.**

Contributions are received and held by the Board of Trustees of the California Correctional Peace Officers Association Benefit Trust Fund ("CCPOA Benefit Trust Fund"). The Board of Trustees pays benefits and administrative expenses of the Plan directly from the CCPOA Benefit Trust Fund.

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## **SECTION 8 STATEMENT OF ERISA RIGHTS**

As a participant in the CCPOA Benefit Trust Fund Disability Benefit Plan ("Plan") of which this Program is a part, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits. Examine, without charge, at the trust administration office, all documents governing the plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.



Obtain upon written request to the Trust Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of the summary annual report.

**Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who create your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

**Enforce Your Rights.** If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in Federal Court. In such case, the Court may require the plan administrator to provide the materials and pay up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal Court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal Court. The Court will decide who should pay court costs and legal fees. If you are successful, the Court may order the person you have sued to pay these costs and fees. If you lose, the Court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions.** If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee

## **Benefit Trust Fund - Disability Benefit Plan (502)**

Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## APPENDIX A

	Gold Shield Coverage	Silver Shield Coverage
Elimination Period*	30 consecutive days	180 consecutive days
Monthly Premium for Active CCPOA Members	\$65	\$45
Monthly Premium for Active CCPOA Members – Supplemental Coverage for Occupational Disabilities	\$23	n/a
Monthly Premium for CCPOA Benefit Trust Fund Employees and CCPOA Employees	\$65	n/a
Monthly Premium for CCPOA Benefit Trust Fund Employees and CCPOA Employees – Supplemental Coverage for Occupational Disabilities	\$23	n/a
Maximum Monthly Benefit	\$5,150	\$3,000
Minimum Monthly Benefit	\$206	\$400
Maximum Benefit Period	Refer to the chart below	
Survivor Benefit - Continued Monthly Benefit	6 months	3 months

Maximum Benefit Period	Gold Shield Coverage	Silver Shield Coverage
Non-Occupational Disability	24 months following the Elimination Period; provided, however, that benefits may extend beyond the first 24 months, up to age 65, if you are Disabled (as defined by Section 1.17) during that period	24 months following the Elimination Period
Occupational Disability	24 months following the Elimination Period	24 months following the Elimination Period

**\*Program benefit payments will generally commence with the Trust’s next monthly payment cycle, up to 31 days following satisfaction of the Elimination Period.**

*For example, if you are a Gold Shield participant and you become Disabled on April 1, your benefits will commence effective May 1 (after the 30-day Elimination Period). However, because of the monthly payment cycle, the check for your first benefit payment may not be issued until May 31—two months after your Disability date.*

A complete list of the Trust Administration, Board Members and Legal Contacts can be found on our website:

**[www.ccpoabt.org](http://www.ccpoabt.org)**

Contact the Trust Fund Office if you have any questions.

**We've Got You Covered.**

**(916) 779-6300**

**1-800-468-6486**



**CCPOA  
Benefit Trust Fund**

2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235

**[www.ccpoabtf.org](http://www.ccpoabtf.org)**