CITY OF WYOMING

RETIREE MEDICAL TRUST AND BENEFIT POLICY

(Restated effective July 1, 2011)

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CITY OF WYOMING

RETIREE MEDICAL TRUST AND BENEFIT POLICY

Article 1

Establishment of Trust and Benefit Policy

1.1 History of Retiree Medical Trust

Employer has historically provided medical benefits to certain former Employees. Employer funded these benefits through the Defined Benefit Plan, which also described the terms and conditions for receiving these benefits. However, Employer determined that it is in the best interest of Employer and its Employees and former Employees to fund these benefits separately from the Defined Benefit Plan.

Accordingly, the City established the Trust Fund effective as of October 1, 2004 to provide for the funding of Retiree Medical Benefits through a separate trust.

1.2 This Document

This document sets forth the terms of the Trust Fund, as amended and restated effective as of July 1, 2011. This document also describes the terms and conditions for receiving Retiree Medical Coverage, as well as the portion of the cost of Retiree Medical Coverage, if any, Employer will pay effective as of July 1, 2011.

Employer maintains separate plan documentation for the Retiree Medical Coverage. This document does not replace the provisions of the separate plan documentation with respect to the Retiree Medical Benefits provided to eligible Retirees and their eligible dependents under the Retiree Medical Coverage.

1.3 Effect on Current Retirees

A Retiree who was receiving Retiree Medical Benefits as of the effective date of this document shall continue to receive Retiree Medical Benefits without interruption.

Article 2

Definitions

The following words, terms and phrases, when used in this document, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. All references to specific Articles or Sections shall refer to Articles or Sections of this document unless otherwise stated.

2.1 **Benefit Group**

"Benefit Group" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Benefit Group" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.2 **Board of Trustees**

"Board of Trustees" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Board of Trustees" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.3 **City**

"City" means the City of Wyoming, Michigan.

2.4 **City Code**

"City Code" means the City of Wyoming Code of Ordinances of 1997, as amended.

2.5 **City's Group Health Plan**

"City's Group Health Plan" means the group health plan or plans which the City makes available to active Employees in which the Retiree was enrolled at the time he terminated employment with Employer.

2.6 **Claims Administrator**

"Claims Administrator" means the person or entity designated and appointed by the City to administer the Retiree Medical Coverage.

2.7 **Collective Bargaining Agreement**

"Collective Bargaining Agreement" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Collective Bargaining Agreement" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.8 **Date of Employment**

"Date of Employment" means the date on which an employee performs his first Hour of Service for Employer. For this purpose the term "Hour of Service" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Hour of Service" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.9 **Defined Benefit Plan**

"Defined Benefit Plan" means the City of Wyoming Defined Benefit Plan.

2.10 **Defined Contribution Plan**

"Defined Contribution Plan" means the City of Wyoming Defined Contribution Plan.

2.11 **DROP**

"DROP" means the deferred retirement option plan component of the Defined Benefit Plan.

2.12 **Duty Disability Retiree**

"Duty Disability Retiree" means a Retiree who is currently receiving a duty disability benefit from the Defined Benefit Plan. A Retiree whose duty disability benefit has converted to a normal retirement benefit is not a Duty Disability Retiree.

2.13 **Employee**

"Employee" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Employee" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.14 **Employer**

"Employer" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Employer" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.15 **HIPAA**

"HIPAA" means the federal Health Insurance Portability and Accountability Act of 1996, as amended.

2.16 **PEHP**

"PEHP" means the City of Wyoming Post Employment Health Plan.

2.17 **Retiree**

"Retiree" means a former Employee who is currently receiving a normal retirement benefit, early retirement benefit, temporary disability benefit or deferred vested benefit from the Defined Benefit Plan or a former Employee who was a vested participant in the Defined Contribution Plan on the date of his termination of employment.

2.18 **Retiree Medical Benefits**

"Retiree Medical Benefits" means the benefits provided to Retirees and their eligible dependents pursuant to the Retiree Medical Coverage.

2.19 Retiree Medical Coverage

"Retiree Medical Coverage" means the group health plan or plans that Employer makes available to Retirees and their eligible dependents, which is the City's Group Health Plan.

2.20 Schedules

"Schedules" means the Schedules attached to, and incorporated into, this document. Each Schedule states the amount, if any, Employer will pay toward the cost of Retiree Medical Coverage for eligible Retirees and their eligible dependents for each Benefit Group.

2.21 Spouse

"Spouse" means the person to whom a Retiree is legally married under the laws of the state of Michigan. Section 5.3 describes who is an eligible Spouse for purposes of the Retiree Medical Coverage.

2.22 Trust Fund

"Trust Fund" means the health benefits trust as set forth in Article 3.

2.23 Union

"Union" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Union" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

2.24 Year of Credited Service

"Year of Credited Service" has the same meaning as under the Defined Benefit Plan, and the definition of the term "Year of Credited Service" as set forth in Article 2 of the Defined Benefit Plan is incorporated into this document by reference.

For purposes of this document, an Employee shall be credited with Years of Credited Service in the manner described in Article 4 of the Defined Benefit Plan regardless of whether the Employee is a participant in the Defined Benefit Plan.

Article 3

Establishment of Trust Fund

3.1 Establishment of Trust Fund

The City established the Trust Fund for the purpose of holding its contributions toward the cost of the Retiree Medical Coverage.

The Trust Fund shall comply with the requirements of the Public Employee Health Care Fund Investment Act of 1999 (MCL §38.1211-1216), and shall be administered in a

manner consistent with that act. The provisions of this Article shall be construed and administered under the laws of the state of Michigan.

3.2 Acceptance of Trust by the Board of Trustees

By execution of an acceptance of trust, the secretary of the Board of Trustees shall accept the trust created under this Article on behalf of the Board of Trustees. The Board of Trustees shall be responsible for the management and administration of the Trust Fund in accordance with the terms of this Article.

3.3 Trust Fund

Title to the assets of the Trust Fund shall at all times be vested exclusively in the Board of Trustees. The Board of Trustees is to have exclusive authority and discretion to hold, manage and control the assets of the Trust Fund, including utilizing the services of a custodian to invest the assets of the Trust Fund. The Board of Trustees shall hold and use the Trust Fund exclusively for the following purposes:

(a) To pay or provide for the payment of the Retiree Medical Benefits to eligible Retirees and their eligible dependents, as provided in the Retiree Medical Coverage;

(b) To pay or provide for the payment of all reasonable and necessary expenses of administering the Retiree Medical Coverage and the Trust Fund;

(c) To establish and accumulate as part of the Trust Fund an adequate reserve to carry out the purposes of the Retiree Medical Coverage and Trust Fund; and

(d) To pay any federal, state or local taxes that may be properly imposed upon or levied against the Trust Fund or benefits paid from the Trust Fund.

3.4 Investment of Trust Fund by Board of Trustees

The Board of Trustees and any custodian shall invest the Trust Fund in accordance with the requirements of the Public Employee Health Care Fund Investment Act (MCL §38.1211-1216).

3.5 Amount and Timing of Contributions to the Trust Fund

Contributions to the Trust Fund shall be made at the times and in the amounts determined by Employer from time to time. All contributions to the Trust Fund shall be deemed to take place in the state of Michigan.

3.6 Accountability of Board of Trustees

The Board of Trustees shall be entitled to receive from Employer only the sums of money and other property which Employer pays or delivers to the Board of Trustees. The Board of Trustees shall not have the right and shall not be subject to any duty to demand from

Employer any other sums of money or other property, nor to require any contributions to be made nor to determine that the contributions received comply with the Retiree Medical Coverage. The contributions shall be made in cash or other property acceptable to the Board of Trustees.

3.7 Nonreversion of Trust Fund Assets

Employer shall have no right, title or interest in the contributions made to the Trust Fund and the Board of Trustees. No part of the Trust Fund shall revert to or inure to the benefit of Employer, except that any contribution which is made by a mistake of fact shall be returned to Employer within one year after payment of the contribution.

3.8 Distributions From the Trust Fund

Distributions shall be made from the Trust Fund to provide Retiree Medical Benefits to eligible Retirees and their eligible dependents in accordance with the Retiree Medical Coverage and this document. The City may enter into an administration agreement with a Claims Administrator, which may grant the Claims Administrator broad authority to administer benefit payments under the Retiree Medical Coverage and to provide other administrative services with respect to the Retiree Medical Coverage.

The Board of Trustees shall have no responsibility to verify the use of distributions from the Trust Fund or to determine whether distributions comply with the terms of the Retiree Medical Coverage. The Board of Trustees may rely and act based upon information furnished by the City and its representatives, or the Claims Administrator and its representatives.

3.9 Payment of Trust Fund Expenses

The Board of Trustees may pay from the Trust Fund all reasonable and necessary expenses and charges incurred in connection with the administration or operation of the Retiree Medical Coverage or the Trust Fund, including charges made by the Claims Administrator and fees and expenses for all agency and legal services rendered to the Board of Trustees.

3.10 Purchase of Insured Benefits

The City may periodically obtain insurance policies from one or more insurers to provide all or part of the Retiree Medical Coverage funded through the Trust Fund. The City shall be named as the policyholder of any policy or policies and, at the direction of the City, the Board of Trustees shall pay all premiums when due from the Trust Fund.

3.11 Payment of Taxes

Any taxes assessed against the Trust Fund which the Board of Trustees is required to pay shall be charged to the Trust Fund. The Board of Trustees shall advise the City of any taxes, other than real and personal property and transfer taxes, immediately upon notice of their assessment and shall make no payment of taxes until authorized by the City. If the City advises the Board of Trustees in writing that any taxes are not lawfully assessed in the opinion of legal counsel for the City, the Board of Trustees shall, if requested, contest or join with the City in

contesting the validity or amount of the taxes in any manner deemed appropriate by the City or its counsel. "Taxes," as used in this subsection, includes any interest or penalties levied or imposed in respect to any taxes. Any expense incurred by the City or the Board of Trustees in contesting the validity or amount of any taxes shall be charged to the Trust Fund to the extent not paid by the City.

3.12 No Retiree Interest in Trust Fund

No Retiree, nor any other person claiming benefits under the Retiree Medical Coverage, shall have any right to, or interest in, any part of the Trust Fund. No assignment, alienation, sale, transfer, pledge, encumbrance or anticipation of any benefit under the Retiree Medical Coverage shall be recognized by the Board of Trustees. No attachment or garnishment of or other legal process against the Trust Fund, or any benefit payment under the Retiree Medical Coverage, shall be recognized by the Board of Trustees, except as it may be required to do so by law.

3.13 Directions to Board of Trustees

It shall be the duty of the City to keep the Board of Trustees advised, in writing, of the names of the individuals working for the City or the Claims Administrator who will administer the Retiree Medical Coverage and provide the Board of Trustees with a specimen signature of each individual. Any direction of the City or the Claims Administrator pursuant to the provisions of this Article or the Retiree Medical Coverage, including the authorization of Retiree Medical Benefit payments, shall be made in writing and signed by an individual designated by the City or the Claims Administrator.

The Board of Trustees shall act, and be fully protected in acting, in accordance with the written direction of the individual designated by the City or the Claims Administrator. The Board of Trustees shall not be bound by any communication under this Article or the Retiree Medical Coverage not made in writing.

The Board of Trustees is not party to the Retiree Medical Coverage and makes no representations with respect to the Retiree Medical Coverage. It is intended that all duties, obligations, powers and rights of the Board of Trustees with respect to the Retiree Medical Coverage and the Trust Fund are stated in this Article.

3.14 General Powers and Rights of Board of Trustees

Subject to the specific provisions of this Article, the Board of Trustees has the following powers which may be used in performing its duties under this Article:

(a) To open bank accounts in the name of the Trust Fund and to make deposits in the accounts in order to facilitate the payment of Retiree Medical Benefits, at the direction of the City or the Claims Administrator. The Board of Trustees shall not be liable or responsible for, or be required to see to the application of, any disbursements from the accounts made in accordance with the directions unless the Board of Trustees has actual notice of improper direction of any portion of the Trust Fund;

(b) To enforce any right, obligation or claim in its discretion and in general to protect in any way the interests of the Trust Fund, either before or after default. If the Board of Trustees, in its discretion, considers it for the best interests of the Trust Fund, to abstain from the enforcement of any right, obligation or claim;

(c) To make, execute, acknowledge and deliver any and all assignments, documents of transfer and conveyance and any and all other instruments necessary or appropriate to carry out any powers granted in this Article;

(d) To do all acts which the Board of Trustees may deem necessary or proper and to exercise any and all of the powers of the Board of Trustees under this Article upon the terms and conditions the Board of Trustees may deem for the best interests of the Trust Fund and the Retiree Medical Coverage; and

(e) To invest the Trust Fund in any investment permitted by law, subject to the terms of this Article.

3.15 Employment of Agents by Board of Trustees

The Board of Trustees may periodically employ agents and delegate to them routine and limited discretionary duties as it sees fit. The Board of Trustees may also employ or consult expert assistants. The Board of Trustees shall not be liable for any neglect, omission or wrongdoing of any agent or assistant, provided that reasonable care was exercised in their selection.

The Board of Trustees may consult with legal counsel (who may be of counsel to the City) concerning any question which may arise with reference to its duties under this Section. The opinion of legal counsel shall fully and completely protect the Board of Trustees with respect to any action taken or not taken under this Article in good faith and in accordance with the opinion of legal counsel.

3.16 Standard of Care to be Used by Board of Trustees

The Board of Trustees shall discharge its duties with respect to the Retiree Medical Coverage and this Article solely in the interests of eligible Retirees and their dependents, and for the exclusive purpose of providing Retiree Medical Benefits to eligible Retirees and their eligible dependents and defraying reasonable expenses of administering the Retiree Medical Coverage and the Trust Fund.

The Board of Trustees shall discharge its duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. The Board of Trustees shall not be liable for anything done or omitted to be done by it, except due to a violation of the standard of care provided in the preceding sentences of this Section.

3.17 Records of Board of Trustees

The Board of Trustees shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions under the Trust Fund. All accounts, books and records relating to the Trust Fund shall be open at all reasonable times to inspection and audit by any person or persons designated by the City. Upon request, the Board of Trustees shall furnish the City with the information it reasonably requests regarding the administration and investments of the Trust Fund.

3.18 Annual Accounting by Board of Trustees

Within 90 days after the close of the City's fiscal year or the removal or resignation of the Board of Trustees as trustee of the Trust Fund, the Board of Trustees shall file with the City a written accounting setting forth all investments, receipts and disbursements, and other transactions completed by it during the year or other period since the last written accounting. The accounting shall include a description of all securities and other investments purchased or sold, with the cost of purchases and net proceeds of sales indicated. The written accounting shall also include a description, including value, of all cash, securities and other property held at the date of the accounting. At least once every five years, the Board of Trustees shall have an actuarial review of the Trust Fund performed in accordance with the provisions of the Public Employee Health Care Investment Act (MCL §38.1211-1216).

3.19 Release of Board of Trustees

The Board of Trustees shall be released from any liability or accountability to anyone in connection with the accounting or resulting from any of the acts or transactions shown in the accounting, unless:

(a) The City files written objections with the Board of Trustees within six months of the accounting claiming breach of fiduciary duty, negligence, willful misconduct or lack of good faith by the Board of Trustees; or

(b) The Board of Trustees has committed fraud or obvious error.

3.20 Settlement of Board of Trustees' Accountings

The accountings of the Board of Trustees need only be rendered to and settled with the City. Upon settlement, the accounting shall be binding upon the City, the Retirees and their dependents. No accountings other than those provided for in this Article shall be required of the Board of Trustees, and no other person or party shall be entitled to any accounting by the Board of Trustees. The Board of Trustees may also have any of its accountings settled by a court having jurisdiction. The Board of Trustees shall be liable to account only in the courts of the state of Michigan.

3.21 Legal Proceedings for Settlement of Accountings or Administration of Trust Fund

In any proceedings for settlement of the accountings of the Board of Trustees or concerning administration of the Trust Fund, the City and the Board of Trustees shall be the only necessary parties. Service of any notice or process upon the City shall be deemed, for all purposes, service upon the Retirees and their dependents. Any final judgment in any action or proceeding for settlement of the accountings or concerning the administration of the Trust Fund shall be binding and conclusive on the Board of Trustees, the City and the eligible Retirees, their eligible dependents and their beneficiaries.

3.22 Compensation of Board of Trustees

The members of the Board of Trustees who are not Employees of Employer may be paid reasonable compensation for the performance of their services under this Article, as determined by the Board of Trustees. Further, each member of the Board of Trustees shall be reimbursed for all reasonable and necessary expenses which that member may incur in connection with the performance of his or her duties under this Article. Any compensation or reimbursement of expenses provided to a member of the Board of Trustees shall be paid from the Trust Fund, unless paid directly by Employer.

3.23 Removal or Resignation of Board of Trustees

The City may remove the Board of Trustees as trustee for the Trust Fund at any time by giving written notice to the Board of Trustees. The Board of Trustees may resign at any time by giving written notice to the City. The Board of Trustees' removal or resignation shall be effective upon the appointment of a successor trustee.

3.24 Successor Trustee

Upon the removal or resignation of the Board of Trustees, the City shall appoint a successor trustee within 60 days. The appointment shall become effective upon delivery of a written acceptance of the trust to the City and the Board of Trustees. Upon giving written acceptance of trust, the successor trustee shall have all the rights and duties given to the Board of Trustees by this Article and shall be bound by the provisions of this Article. In the interim before a successor trustee files a written acceptance of trust, the Board of Trustees shall continue to function and be bound as a trustee under the provisions of this Article. If the City has not appointed a successor trustee within 60 days after Board of Trustees' resignation, the Board of Trustees may apply to a court having jurisdiction for the appointment of a successor.

3.25 Amendment of This Article or Termination of the Trust Fund

The City shall have the right to amend this Article or terminate the Trust Fund at any time by action of its governing body or by the written approval of an authorized official to whom the governing body has delegated the authority to amend this Article. No amendment shall change the duties, powers or liabilities of the Board of Trustees without its written consent.

3.26 Termination of Retiree Medical Coverage

The City may terminate the Retiree Medical Coverage at any time by action of its governing body and shall notify the Board of Trustees in writing of the termination. After this notice is provided, the Trust Fund shall terminate in accordance with the provisions of this Section. The assets then remaining in the Trust Fund shall continue to be used and applied for the payment of Retiree Medical Benefits to eligible Retirees and their eligible dependents with respect to claims arising prior to the termination and for the payment of the reasonable and necessary expenses incurred in the termination of the Retiree Medical Coverage.

Any assets remaining in the Trust Fund shall be used to provide Retiree Medical Benefits for eligible Retirees and their dependents until the Trust Fund is exhausted. Upon termination of the Retiree Medical Coverage, the Board of Trustees shall continue to serve until the Trust Fund is exhausted.

Article 4

Retiree Medical Coverage

4.1 Administration of the Retiree Medical Coverage

The operation and administration of the Retiree Medical Coverage shall be the sole and exclusive responsibility of the City.

4.2 Retiree Medical Benefits

The actual coverage provided to Retirees, Retirees' Spouses and Retirees' dependent children shall be set forth in a separate document that describes the Retiree Medical Coverage. All terms and conditions of the Retiree Medical Coverage not specifically addressed in this document shall be governed by that separate documentation. Retiree Medical Coverage may be provided through an insurance policy obtained by the City on behalf of Retirees, Retirees' Spouses and Retirees' dependent children. The City may periodically change the insurance carrier for the Retiree Medical Coverage and/or may request changes be made in the terms of the policy.

4.3 Benefits Secondary to Medicare

Any Retiree Medical Coverage shall be secondary to Medicare for any Retiree, Spouse or dependent child who is eligible for Medicare to the extent permitted by applicable federal law. This is true even where the individual is eligible for Medicare but has failed to enroll and/or pay any required contributions, deductibles and/or copayments.

4.4 Amount to be Paid by Employer for Retiree Medical Coverage

(a) Amount Paid for Retiree and Spouse – General Rule Except as otherwise provided in a separate written agreement between Employer and a Retiree, the amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse shall be based on the Benefit Group in which the Retiree

was a member on the last day the Retiree performed services for Employer, as set forth in the Schedule and Collective Bargaining Agreement for that Benefit Group in effect on the date the Retiree terminated employment with Employer.

For an eligible Retiree who:

(1) Terminated employment with Employer after satisfying the service requirement to be eligible for Retiree Medical Coverage; and

(2) Was subsequently re-hired by Employer into a different Benefit Group in a position normally scheduled to work 1,000 or more Hours of Service during Employer's fiscal year (July 1, through June 30);

the amount to be paid by Employer for Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse shall be based on the Benefit Group in which the Retiree was most recently a member, as set forth in the Schedule and Collective Bargaining Agreement for that Benefit Group in effect on the date of the Retiree's most recent termination of employment with Employer.

(b) **Amount Paid for Dependent Children – General Rule** The Retiree shall pay the entire cost of coverage for any eligible dependent children. The cost of this dependent coverage shall be the full cost, or the difference between single-person, two-person or family coverage. Employer shall not be responsible for the payment of any portion of the cost of this dependent coverage.

(c) **Special Rule for Duty Disability Retiree, Spouse and Dependent Children** Employer shall pay the full cost of Retiree Medical Coverage for an eligible Duty Disability Retiree, the Duty Disability Retiree's eligible Spouse, and the Duty Disability Retiree's eligible dependent children before the date on which the Duty Disability Retiree's duty disability benefit converts to a normal retirement benefit.

A Retiree who is receiving a benefit from the Defined Benefit Plan must provide written authorization to the Board of Trustees to deduct from the Retiree's monthly benefit from the Defined Benefit Plan the difference, if any, between the actual cost of the Retiree Medical Coverage and the amount Employer will pay toward Retiree Medical Coverage for the Retiree, the Retiree's eligible Spouse and the Retiree's eligible dependent children.

Article 5

Eligibility for Retiree Medical Coverage

5.1 Retirees Under the Defined Benefit Plan

A Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment is eligible to enroll in Retiree Medical Coverage as of the date on which he begins to receive a normal retirement benefit, early retirement benefit, temporary disability benefit (including a duty disability benefit) or deferred vested benefit from the Defined Benefit Plan.

5.2 Retirees Under the Defined Contribution Plan

A Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment shall be eligible to enroll in Retiree Medical Coverage as of the date on which the Retiree would qualify for and begin to receive a normal retirement benefit, early retirement benefit, temporary disability benefit (including a duty disability benefit) or deferred vested benefit from the Defined Benefit Plan based on his age and his Years of Credited Service as of the date of his termination of employment if the Retiree were a participant in the Defined Benefit Plan on the date of his termination of employment.

5.3 Retiree's Spouse

(a) General Rule The Spouse of a Retiree is eligible to enroll in Retiree Medical Coverage if the Retiree is enrolled in Retiree Medical Coverage; and

(1) The Spouse and the Retiree were married as of the date the Retiree terminated employment with Employer; or

(2) The Retiree received a temporary disability benefit under the Defined Benefit Plan which converted to a normal retirement benefit, and the Spouse and Retiree were married on the date the temporary disability benefit began; or

(3) The Retiree received a duty disability benefit under the Defined Benefit Plan which converted to a normal retirement benefit, and the Spouse and Retiree were married on or before the date the duty disability benefit converted to a normal retirement benefit.

A Spouse who is acquired after the eligibility date in subsection (1), (2) or (3) above that applies to the Retiree's circumstances is not eligible to enroll in Retiree Medical Coverage.

(b) Special Rule for DROP Participants The Spouse of a Retiree who participated in the DROP is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage; and

(2) The Spouse and Retiree were married as of the date the Retiree entered the DROP. A Spouse who is acquired after the date the Retiree entered the DROP is not eligible to enroll in Retiree Medical Coverage. But for Retirees who entered the DROP on or before December 31, 2010, the Retiree and Spouse must be married as of the date the Retiree terminates employment with Employer.

Not withstanding the rules of this Section, a Retiree's Spouse shall be eligible to enroll in Retiree Medical Coverage to the extent necessary to comply with the special enrollment rules under HIPAA.

A Retiree's Spouse's eligibility for Retiree Medical Coverage ends on the date the Retiree and Spouse divorce. A Retiree's death does not terminate his otherwise eligible Spouse's eligibility for Retiree Medical Coverage.

5.4 **Dependent Children**

(a) **General Rule** A dependent child of a Retiree is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage;

(2) The child was enrolled in the City's Group Health Plan on the date before the Retiree terminated employment with Employer or began receiving a temporary disability benefit from the Defined Benefit Plan; and

(3) The child is an eligible dependent under the Retiree Medical Coverage.

Children who are acquired after the date the Retiree terminated employment with Employer are not eligible to enroll in Retiree Medical Coverage.

(b) **Special Rule for Duty Disability Retirees** A dependent child of a Retiree whose duty disability benefit under the Defined Benefit Plan converted to a normal retirement benefit under the Defined Benefit Plan is eligible to enroll in Retiree Medical Coverage if:

(1) The Retiree is enrolled in Retiree Medical Coverage;

(2) The child was enrolled in the City's Group Health Plan on or before the date on which the duty disability benefit converted to a normal retirement benefit; and

(3) The child is an eligible dependent under the Retiree Medical Coverage.

Children who are acquired after the date the duty disability benefit converted to a normal retirement benefit are not eligible to enroll in Retiree Medical Coverage.

Not withstanding the rules of this Section, a Retiree's dependent children shall be eligible to enroll in Retiree Medical Coverage to the extent necessary to comply with the special enrollment rules under HIPAA.

The Retiree's death does not terminate his otherwise eligible dependent children's eligibility for Retiree Medical Coverage.

5.5 Dependents of Deceased Employee

If an Employee dies while employed by Employer (regardless of whether the death is duty-related) the Employee's surviving Spouse and dependent children are eligible to enroll in Retiree Medical Coverage if the Employee satisfied the applicable service requirement for his Benefit Group for a deferred vested benefit from the Defined Benefit Plan before his death.

A deceased Employee's eligible surviving Spouse and eligible dependent children may enroll in Retiree Medical Coverage as of the date the deceased Employee would have satisfied the applicable age requirement for a deferred vested benefit from the Defined Benefit Plan based on the Employee's Benefit Group. But a deceased Employee's children are only eligible to enroll in Retiree Medical Coverage if they are eligible dependents under the Retiree Medical Coverage.

5.6 Dependents of Deceased Former Employee

If a former Employee dies before enrolling in the Retiree Medical Coverage, the deceased former Employee's Spouse on the date he terminated employment with Employer and the deceased former Employee's dependent children are eligible to enroll in Retiree Medical Coverage if the former Employee had satisfied the applicable service requirement for his Benefit Group for a deferred vested benefit from the Defined Benefit Plan before he terminated employment with Employer.

A deceased former Employee's eligible surviving Spouse and eligible dependent children may enroll in Retiree Medical Coverage as of the date the deceased former Employee would have satisfied the applicable age requirement for a deferred vested benefit from the Defined Benefit Plan based on the deceased former Employee's Benefit Group as of the date of his termination of employment with Employer. But a deceased former Employee's children are only eligible for Retiree Medical Coverage if they were acquired before the former Employee terminated employment with Employer and they are eligible dependents under the Retiree Medical Coverage.

5.7 COBRA Beneficiaries

Any individual (Retiree, Spouse and/or dependent child) who is not eligible to enroll in Retiree Medical Coverage at the time the Employee terminates employment with Employer or, if later, on the date the Retiree's duty disability benefit under the Defined Benefit Plan converts to a normal retirement benefit, may enroll in COBRA continuation coverage under the City's Group Health Plan to the extent the individual is otherwise eligible for COBRA continuation coverage. However, enrollment in COBRA continuation coverage is not a prerequisite for enrollment in Retiree Medical Coverage. An individual who elects COBRA continuation coverage and later becomes eligible to enroll in Retiree Medical Coverage may terminate his COBRA coverage (if it has not already terminated) and enroll in Retiree Medical Coverage. An individual cannot be simultaneously enrolled in both COBRA continuation coverage and Retiree Medical Coverage.

5.8 Retirees Eligible for Other Coverage

Any Retiree who is receiving or can receive other equivalent hospitalization coverage from the Retiree's current employment or the current employment of the Retiree's Spouse may enroll in Retiree Medical Coverage, but the Retiree Medical Coverage will be a supplement to that coverage by providing coverage on a secondary basis to provide a coverage package that is equivalent to the Retiree Medical Coverage.

Any Retiree who can receive medical coverage from Employer as a result of the Retiree's Spouse's current employment with Employer is not eligible for Retiree Medical Coverage.

Article 6

Amendment and Termination

Retirees, Retirees' Spouses and Retirees' dependent children are not vested in their rights to any Retiree Medical Coverage offered by Employer. Employer reserves the right to amend this document at any time, to the extent permitted by any applicable Collective Bargaining Agreements. Employer further reserves the right to amend or terminate the Retiree Medical Coverage at any time, to the extent permitted by any applicable Collective Bargaining Agreements.

Signature

The City has signed the City of Wyoming Retiree Medical Trust and Benefit Policy this 19th day of July, 2011.

CITY OF WYOMING

By _____

Curtis L. Holt

Its City Manager

Schedule A
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

General Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 1, 2009.

(a) **Amount to be Paid Through Age 60** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years:

Effective Date	Benefit Amount
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before February 7, 2006	See Article IV of Chapter 58 of the City Code
February 7, 2006 – July 1, 2009	$15.00
July 2, 2009	$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1994** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

Most Recent Date of Hire	Benefit Amount
On or before February 6, 2006	Full cost
On or after February 7, 2006	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1994** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1994, the amount to be paid upon attainment of age 60 is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan on or after the attainment of age 55. However, the age 55 requirement shall be waived for a Retiree receiving a temporary disability benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit, (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan on or after the attainment of age 55, based on his age and Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For the time period before July 1, 1992, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule B
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Administrative and Supervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as set forth in the following table:

Initial Date of Hire	Benefit Amount
On or before July 1, 2004	Full cost
On or after July 2, 2004	4% of the cost for each Year of Credited Service earned by the Retiree, up to the full cost

Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 2, 2007.

2. Date Payments Begin

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay the full cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay the full cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. Date Payments End

Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule C
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police Command Benefit Group

1. Employer Contribution to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 1, 2008.

(a) **Amount to be Paid Through Age 60** For eligible Retirees who were members of this Benefit Group as of April 23, 1986, Employer shall pay the full cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse. For eligible Retirees who became members of this Benefit Group after April 23, 1986, the amount to be paid by Employer for Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years for members of this Benefit Group who Retire on and after July 1, 2002):

Effective Date	Benefit Amount
Before July 1, 1989	See Article II of Chapter 58 of the City Code
July 1, 1989 –June 30, 2002	See Article IV of Chapter 58 of the City Code
July 1, 2002 – February 20, 2006	$15.00
February 21, 2006	$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1991** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

Most Recent Date of Hire	Benefit Amount
On or before June 30, 2008	Full cost
On or after July 1, 2008	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the

Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1991** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For eligible Retirees who were members of this Benefit Group as of April 23, 1986, and who become eligible for Retiree Medical Coverage after July 1, 1991, Employer shall pay its share of the cost of Retiree Medical Coverage for the Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

For eligible Retirees who were not members of this Benefit Group as of April 23, 1986, and who began to receive a monthly pension benefit from the Defined Benefit Plan before July 1, 1991, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse ends upon the date the Retiree attains or would have attained age 65.

Schedule D
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police Nonsupervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after September 4, 2007.

(a) **Amount to be Paid Through Age 60 – After July 1, 1992**. The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1989):

Effective Date	Benefit Amount
Before July 1, 1987	See Article II of Chapter 58 of the City Code
Before July 1, 1994	See Article IV of Chapter 58 of the City Code
July 1, 1994 – September 5, 2005	$10.00
September 6, 2005 – September 3, 2007	$15.00
September 4, 2007	$20.00

(b) **Amount to be Paid Upon Attainment of age 60 – Rule After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

Most Recent Date of Hire	Benefit Amount
On or before June 30, 2005	Full cost
On or after July 1, 2005	24% of the cost, plus an additional 4% of the cost for each Year of

Credited Service earned by the Retiree after 10 Years of credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1991** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse beginning with the month in which the Retiree begins receiving a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For the time period before July 1, 1992, Employer's payment of any portion of the cost for Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule E
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police ECO Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after November 5, 2007.

(a) **Amount to be Paid Through Age 60** The amount to be paid for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years:

Effective Date	Benefit Amount
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before July 3, 1995	See Article IV of Chapter 58 of the City Code
July 2, 1995 – July 1, 2004	$10.00
July 2, 2004 – July 1, 2007	$15.00
July 2, 2007	$20.00

(b) **Amount to be Paid Upon Attainment of Age 60** Eligible Retirees who terminate employment with Employer on and after July 1, 2004, shall receive all or a portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse according to the following formula:

(1) Beginning with the month in which the Retiree attains or would have attained age 60, Retirees who have completed at least 10 Years of Credited Service shall receive 24% of the cost of the premium for the Retiree and the Retiree's Spouse; and

(2) For each additional year of service credited to the Retiree after 10 Years of Credited Service, the Retiree shall receive an additional 4% per year of the cost of the premium for the Retiree and the Retiree's Spouse, up to a

maximum contribution of 100% of the cost of the premium for the Retiree and the Retiree's Spouse.

Eligible Retirees who terminated employment before July 1, 2004, shall receive all or a portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's eligible Spouse under the schedule set forth in subsection (a) of this Section.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan on and after the attainment of age 55. However, the age 55 requirement shall be waived for Retirees receiving a temporary disability benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer will pay its portion of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan on and after attainment of age 55, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

Employer's payment of any portion of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse ends upon the last day of the month in which the Retiree attains or would have attained age 65.

Schedule F
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Fire Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after October 1, 2009.

(a) **Amount to be Paid Through Age 60** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1990):

Effective Date	Benefit Amount
Before July 1, 1989	See Article II of Chapter 58 of the City Code
Before July 1, 1992	See Article IV of Chapter 58 of the City Code
July 1, 1992 – June 30, 1995	$8.00
July 1, 1995 – September 5, 2005	$10.00
September 6, 2005 – October 1, 2009	$15.00
October 2, 2009	$20.00

(b) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table:

Most Recent Date of Hire	Benefit Amount
On or before June 30, 2005	Full cost
On or after July 1, 2005	24% of the cost, plus an additional 4% of the cost for each Year of Credited Service earned by the Retiree after 10 Years of Credited Service, up to the full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1992** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1991, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer will pay its portion of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For the time period before July 1, 1992, Employer's payment of any portion of the cost of Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

Schedule G
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Administrative Contract Employees Benefit Group

The provisions of Schedule B shall apply to members of this Benefit Group.

2015-1 AMENDMENT
TO THE
CITY OF WYOMING
RETIREE MEDICAL TRUST AND BENEFIT POLICY
(Restated effective July 1, 2011)

This 2015-1 Amendment to the CITY OF WYOMING RETIREE MEDICAL TRUST AND BENEFIT POLICY ("Trust") is adopted by the CITY OF WYOMING ("City"). Except as otherwise indicated, the amendment is effective January 1, 2015.

Pursuant to Article 6 of the Trust, City amends the Plan as follows:

A.

Schedule B to the Trust is amended as follows:

Schedule B
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Administrative and Supervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after July 2, 2007.

(a) Employees who Retire Before January 30, 2015 Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who retires before January 30, 2015 or who was previously a member of another bargaining unit and who is covered under a plan in which the retiree health benefit is earned based on Years of Service as set forth in the following table:

Initial Date of Hire	Benefit Amount
On or before July 1, 2004	Full cost
On or after July 2, 2004	4% of the cost for each Year of Credited Service earned by the Retiree, up to the full cost

(b) **Employees who Retire on or After January 30, 2015** Retirees who retire on or after January 30, 2015 and who were not previously a member of another bargaining unit covered under a plan in which the retiree health benefit is earned based on Years of Service shall contribute a percentage of the cost of their health insurance in accordance with the following scale. The premium shall be that recommended by the City's Third Party Administrator (TPA) or insurer as applicable.

Full Years of Service	Retiree Contribution
Less than 10	Not vested, no DB retiree health benefit
10-14	30%
15-19	20%
20+	0%

2. **Date Payments Begin**

(a) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which the Retiree begins to receive a monthly pension benefit from the Defined Benefit Plan.

(b) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

B.

Schedule D to the Trust is amended as follows:

Schedule D
to the
City of Wyoming
Retiree Medical Trust and Benefit Policy

Police Nonsupervisory Benefit Group

1. Employer Contributions to the Cost of Retiree Medical Coverage

Employer shall pay all or a portion of the cost of Retiree Medical Coverage for an eligible Retiree who did not participate in the PEHP and his eligible Spouse as described in this Section. Employer shall not pay any portion of the cost of Retiree Medical Coverage for a Retiree and his eligible Spouse if the Retiree participated in the PEHP or was hired on or after September 4, 2007.

(a) **Amount to be Paid Through Age 60 – After July 1, 1992** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse for the period before the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, multiplied by the Retiree's Years of Credited Service, up to a maximum of 25 years (30 years effective as of July 1, 1989):

Effective Date	Benefit Amount
Before July 1, 1987	See Article II of Chapter 58 of the City Code
Before July 1, 1994	See Article IV of Chapter 58 of the City Code
July 1, 1994 – September 5, 2005	$10.00
September 6, 2005 – September 3, 2007	$15.00
September 4, 2007	$20.00

(b) **Amount to be Paid Upon Attainment of age 60 – Rule After July 1, 1992 for Employees who Retire Before January 30, 2015** The amount to be paid by Employer for Retiree Medical Coverage for an eligible Retiree and his eligible Spouse after the Retiree attains or would have attained age 60 shall be the benefit amount set forth in the following table, provided the Retiree retired before January 30, 2015:

Most Recent Date of Hire	Benefit Amount
On or before September 4, 2007	Full cost

Payment under this subsection shall begin with the first month following the month in which the Retiree attains or would have attained age 60.

(c) **Amount to be Paid Upon Attainment of Age 60 – Rule After July 1, 1992 for Employees who Retire on or After January 30, 2015** Retirees who retire on or after January 30, 2015 shall contribute a percentage of the cost of their health insurance in accordance with the following scale. The premium shall be that recommended by the Employer's Third Party Administrator (TPA) or insurer as applicable.

Full Years of Service	Retiree Contribution
Less than 10	Not vested, no DB retiree health benefit
10-14	30%
15-18	20%
19+	0%

(d) **Amount to be Paid Upon Attainment of Age 60 – Rule Before July 2, 1992** For Retirees who began to receive a monthly pension benefit from the Defined Benefit Plan on or before July 1, 1992, the amount to be paid by Employer is set forth in Articles II and IV of Chapter 58 of the City Code.

2. **Date Payments Begin**

(e) **Participants in the Defined Benefit Plan** For an eligible Retiree who was a participant in the Defined Benefit Plan on the date of his termination of employment and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree and the Retiree's eligible Spouse beginning with the month in which the Retiree begins receiving a monthly pension benefit from the Defined Benefit Plan.

(f) **Participants in the Defined Contribution Plan** For an eligible Retiree who was a participant in the Defined Contribution Plan and the Retiree's eligible Spouse, Employer shall pay its share of the cost of Retiree Medical Coverage beginning with the month in which, if the Retiree were a participant in the Defined Benefit Plan, the Retiree would qualify for and begin to receive a receive a temporary disability benefit (other than a duty disability benefit), early retirement benefit, normal retirement benefit or deferred vested benefit from the Defined Benefit Plan, based on his age and his Years of Credited Service as of the date of his termination of employment.

3. **Date Payments End**

For the time period before July 1, 1992, Employer's payment of any portion of the cost for Retiree Medical Coverage for the Retiree and the Retiree's Spouse ended upon the Retiree's attainment of age 65. Effective as of July 1, 1992, Employer shall pay its share of the cost of Retiree Medical Coverage for an eligible Retiree for the Retiree's life and it shall pay its share of the cost of Retiree Medical Coverage for the Retiree's eligible Spouse for the life of the Spouse.

C.

In all other respects, the Trust is unchanged.

Signature

Plan Sponsor signs this 2015-1 Amendment to the City of Wyoming Retiree Medical Trust and Benefit Policy on the date stated below.

CITY OF WYOMING

Dated: March 9, 2015

Signature

Curtis Holt, City Manager

Printed Name and Title