

CITY OF WYOMING
POST EMPLOYMENT HEALTH PLAN
(Restated effective as of July 1, 2016)

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CITY OF WYOMING
POST EMPLOYMENT HEALTH PLAN

Article 1

Establishment of the Post Employment Health Plan

1.1 This Document

The City of Wyoming established the City of Wyoming Post Employment Health Plan (“PEHP”) to provide a funding vehicle for retiree health benefits. This document sets forth the terms and conditions under which Employer will make contributions to the PEHP Trust Fund on behalf of eligible Employees.

The City has entered into an agreement with a Benefit Administrator to provide the funding vehicle(s) in which contributions to the PEHP are invested. That agreement also governs the terms and conditions under which Participants may receive benefits from the PEHP.

This document and the agreement with the Benefit Administrator, together constitute the PEHP document.

1.2 Effective Date

This document governs the terms and conditions under which the City will make contributions to the PEHP as of July 1, 2016.

1.3 Effect on Retiree Medical Coverage

An Employee or former Employee who is a Participant in the PEHP and is eligible for Employer-provided retiree medical coverage as set forth in the City of Wyoming Retiree Medical Trust and Benefit Policy, shall be required to pay 100% of the cost of that coverage.

Article 2

Definitions

The following terms and phrases, when used in the PEHP, shall have the meaning 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 Administrator

“Benefit Administrator” means the entity that provides the funding vehicle(s) in which contributions to the PEHP are invested and which provides administrative services with respect to the PEHP.

2.2 Benefit Group

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

2.3 Calendar Year

“Calendar Year” means the 12-consecutive-month period beginning on January 1 and ending on the following December 31.

2.4 City

“City” means the City of Wyoming, Michigan.

2.5 Collective Bargaining Agreement

“Collective Bargaining Agreement” means the currently effective collective bargaining agreement between Employer and a Union, provided retiree health benefits were the subject of good faith bargaining.

2.6 Compensation

“Compensation” has the same meaning as under the Defined Contribution Plan, and the definition of the term “Compensation” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.7 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 Contribution Plan and the definition of “Hour of Service” as set forth in Article 2 of the Defined Contribution Plan is incorporated into this document by reference.

2.8 Employee

“Employee” means any person who is on Employer’s payroll and is treated by Employer for tax purposes as Employer’s common law employee.

2.9 Employer

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

2.10 Participant

“Participant” means an Employee or former Employee who has met the requirements for participation in the PEHP and who is eligible to receive benefits under the terms of the PEHP.

2.11 PEHP

“PEHP” means the City of Wyoming Post Employment Health Plan.

2.12 PEHP Trust Fund

“PEHP Trust Fund” means the Post Employment Health Plan Trust which is described in Separate PEHP Documentation.

2.13 Plan Year

“Plan Year” means the 12-consecutive-month period beginning July 1 and ending on the following June 30.

2.14 Separate PEHP Documentation

“Separate PEHP Documentation” means the agreement(s) the City has adopted with the Benefit Administrator to provide the funding vehicle(s) in which contributions to the PEHP are invested and which govern the terms and conditions under which Participants may receive benefits from the PEHP.

2.15 Union

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

Article 3

Establishment of Post Employment Health Plan Trust Fund

The PEHP Trust Fund was established with the Benefit Administrator for the purpose of holding and investing Employer contributions to the PEHP. The provisions of the PEHP Trust Fund are set forth in Separate PEHP Documentation.

Article 4

Eligibility

An Employee shall be eligible to participate in the PEHP as provided in this Article.

4.1 Administrative and Supervisory Benefit Group and Administrative Contract Benefit Group

An Employee who is a member of the Administrative and Supervisory Benefit Group or the Administrative Contract Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after July 2, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was in July 2006 and who was classified as a senior accountant on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

(c) Each Employee whose initial Date of Employment was in January 2005 and who was classified as a recreation programmer I on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Administrative and Supervisory Benefit Group or the Administrative Contract Benefit Group who is not described in subsection (a), (b) or (c) is ineligible to participate in the PEHP.

4.2 Police Nonsupervisory Benefit Group

An Employee who is a member of the Police Nonsupervisory Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after September 4, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was in December 2005 and who was classified as a police officer became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Police Nonsupervisory Benefit Group who is not described in subsection (a) or (b) is ineligible to participate in the PEHP.

4.3 Police ECO Benefit Group

An Employee who is a member of the Police ECO Benefit Group shall become a Participant in the PEHP as follows:

(a) Each Employee whose initial Date of Employment is on or after November 5, 2007, shall become a Participant in the PEHP on the Employee's Date of Employment.

(b) Each Employee whose initial Date of Employment was between October 1, 2006, and January 31, 2007, who was classified as an ECO, on July 1, 2008, became a Participant in the PEHP as of July 1, 2008.

An Employee who is a member of the Police ECO Benefit Group who is not described in subsection (a) or (b) is ineligible to participate in the PEHP.

4.4 Police Command Benefit Group

An Employee who is a member of the Police Command Benefit Group whose initial Date of Employment is on or after July 1, 2008, shall become a Participant in the PEHP on the Employee's Date of Employment. All other members of the Police Command Benefit Group are ineligible to participate in the PEHP.

4.5 General Benefit Group

An Employee who is a member of the General Benefit Group whose initial Date of Employment is on or after July 1, 2009, shall become a Participant in the PEHP on his Date of Employment. All other members of the General Benefit Group are ineligible to participate in the PEHP.

4.6 Fire Benefit Group

An Employee who is a member of the Fire Benefit Group whose initial Date of Employment is on or after October 1, 2009, shall become a Participant in the PEHP on his Date of Employment. All other members of the Fire Benefit Group are ineligible to participate in the PEHP.

Article 5

Contributions

5.1 Bi-Weekly Employer Contributions

For each Plan Year Employer shall make a contribution to the PEHP Trust Fund on behalf of each Participant on a bi-weekly, payroll period basis. The amount of the bi-weekly contribution for a Plan Year shall be determined as follows:

(a) **Administrative and Supervisory Benefit Group** For each Participant who is a member of the Administrative and Supervisory Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Administrative and Supervisory Benefit Group, which is incorporated into this document by reference.

(b) **Administrative Contract Benefit Group** For each Participant who is a member of the Administrative Contract Benefit Group, the amount of the bi-weekly contribution shall be equal to 4% of the average wages of all members of the Administrative Contract Benefit Group.

(c) **Police Nonsupervisory Benefit Group** For each Participant who is a member of the Police Nonsupervisory Benefit Group, the amount of the bi-weekly contribution shall be equal to the amount set forth in the Collective Bargaining Agreement for the Police Nonsupervisory Benefit Group, which is incorporated into this document by reference.

(d) **Police ECO Benefit Group** For each Participant who is a member of the Police ECO Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Police ECO Benefit Group, which is incorporated into this document by reference.

(e) **Police Command Benefit Group** For each Participant who is a member of the Police Command Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Police Command Benefit Group, which is incorporated into this document by reference.

(f) **General Benefit Group** For each Participant who is a member of the General Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the General Benefit Group, which is incorporated into this document by reference.

(g) **Fire Benefit Group** For each Participant who is a member of the Fire Benefit Group, the amount of the bi-weekly contribution shall be the amount set forth in the Collective Bargaining Agreement for the Fire Benefit Group, which is incorporated into this document by reference.

5.2 Initial Contribution for Certain Employees

The City shall make a one-time initial contribution to the PEHP Trust Fund for each Employee who becomes a Participant in the PEHP as of July 1, 2008, under Section 4.1(b), 4.1(c), 4.2(b) and 4.3(b). The amount of the initial contribution shall be equal to 4% of the Employee's Compensation during the 2004, 2005, 2006 and 2007 Calendar Years, if any, plus hypothetical investment earnings equal to 4% per year. Hypothetical investment earnings shall be calculated as if the initial contribution had been made in four installments as of June 30, 2005, June 30, 2006, June 30, 2007 and June 30, 2008, based on the Employee's Compensation earned during the immediately prior Calendar Year.

5.3 Vesting

Participants shall always be 100% vested in contributions made to the PEHP on their behalf.

Article 6

Payment of Benefits

A Participant is eligible to receive benefits from the PEHP to reimburse certain qualifying medical expenses incurred by the Participant or his eligible dependents after the Participant terminates employment with Employer. The specific benefit provisions are set forth in the Separate PEHP Documentation.

Article 7

Amendment and Termination

The City reserves the right to amend the PEHP at any time, to the extent permitted by any applicable Collective Bargaining Agreement.

Employer reserves the right to cease contributions to the PEHP at any time, to the extent permitted by any applicable Collective Bargaining Agreement. If Employer ceases all contributions to the PEHP, the Separate PEHP Documentation shall control payment of benefits until all contributions made for eligible Employees are exhausted.

Article 8

Miscellaneous Provisions

8.1 Construction

Words used in the masculine shall apply to the feminine where applicable. Wherever the context of the PEHP dictates, the plural shall be read as the singular and the singular as the plural.

8.2 Governing Law

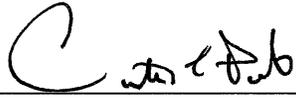
To the extent that Michigan law has not been preempted by federal law, the provisions in the PEHP shall be governed by the laws of the state of Michigan.

Signature

The City has signed the City of Wyoming Post Employment Health Plan this

21st day of February, ~~2016~~ ²⁰¹⁷ _{EVG}

CITY OF WYOMING

By 

Its City Manager

City Council Resolution # 25683 2/20/2017