Palm Tran, Inc./Amalgamated Transit Union Local 1577 Pension Plan Statement of Policy Regarding Benefit Payments

WHEREAS, the Palm Tran, Inc./Amalgamated Transit Union Local 1577 Pension Plan ("Plan") provides benefits to Participants of the Plan;

WHEREAS, the Board of Trustees of the Plan ("Trustees") desire to adopt a Statement of Policy regarding payment of these benefits;

NOW, THEREFORE, it is hereby resolved that the following Statement of Policy Regarding Benefit Payments is hereby adopted.

I. **APPLICATIONS**

(a) Participants will provide a completed application to the Administrator prior to retirement.

(b) Estimated benefits will be paid, along with a lump sum distribution of employee contributions through December 31, 2011, to new retirees based on the most recent annual benefit statement. If the Participant is married, the estimated benefit will be discounted to eight-five percent (85%) of the benefit on the most recent annual benefit statement to prevent overpayments in the event the normal form of benefit (joint and survivor) is payable.

(c) At the time that estimated benefits begin, Participants will be provided written notice that they will have ninety (90) days from receipt of the benefit election form to make a selection of a form of benefit. This notice will be included as a part of the application.

(d) The Administrator will submit the application, payroll, and statistical information to the Plan's Actuary within thirty (30) days of receipt of full and verified information.

(e) Within thirty (30) days of receipt of benefit calculation information from the Administrator, the Actuary will return the completed benefit calculations to the Administrator.

(f) Within ten (10) days of receipt of benefit calculations from the Actuary, Participants will be provided with a benefit election form to select the form of payment desired. Participant will have ninety (90) days from receipt of the benefit election form to make their selection. If no benefit election form is received from the Participant within the time prescribed, all benefits will cease until the proper documentation has been received by the Plan. Any missed payments will be repaid to the Participant when the appropriate documentation is signed.

(g) Extensions of the review period in subsection (f) can be granted by appeal to the Board of Trustees provided a request for extension is submitted within the original ninety (90) day review period.

(h) On the first day of the first month following the receipt of the completed benefit election form, the estimated benefits will cease and the calculated retirement benefit will begin. The calculated benefit will be adjusted to account for any under or over payments made during the estimated benefits period.

(i) Vested Deferred Participants shall be provided with a notice of their calculated benefit, including the impact of choosing a refund of contributions. This calculation will be prepared by the Fund's Actuary.

(j) Individuals seeking a disability benefit are encouraged to apply prior to termination of employment. Former Participants who apply for a disability based on an injury incurred while on duty or who were terminated from employment for their disability may apply for a disability benefit after termination of employment. Former Participants who are applying for a disability benefit within 12 months of termination may have their benefits granted retroactively to their date of termination if the social security benefits are also granted retroactively. If a Former Participant applies for a disability more than 12 months after the date of termination, then any benefit granted will begin retroactively to the first of the month following the date of application and receipt of letter granting social security.

II. VERIFICATION OF SALARY AND CREDITED SERVICE

The Administrator for the Plan shall maintain salary and statistical information provided by the Employer.

(a) The Administrator will review payroll and statistical information to identify calendar years with less than 1,000 hours of Credited Service. If there are any such years, the Administrator will determine whether the Participant is entitled to credit for Hours of Service under the Plan for any hours during that year, including credit for non-working periods. The Participant will be requested to provide documentation for such credit.

(b) Participants will be notified that they will be given sixty (60) days to dispute the Fund reported salary and/or credited service. Participant will be given one hundred twenty (120) days to correct any discrepancies. Proof can be provided in the form of Employer check stubs, W-2s, or Social Security reports to compare against detailed payroll reports from Palm Tran / County.

(d) Within the application for benefits, Participants will be provided with an opportunity to identify a joint and survivor for the monthly benefit and separately to identify a designated beneficiary for the lump sum death benefit. Married Participants must designate their spouse as the joint annuitant unless the spouse consents in writing to waive the survivorship benefits.

III. PAYMENTS AND OVERPAYMENTS

(a) All benefits calculations will be processed by the Actuary for the Plan. Upon completion of the calculations, the benefit can be converted to the Participant's final retirement benefit which shall be ratified by the Board of Trustees at the next regularly scheduled meeting.

(b) Disability benefits will commence the first of the month following the submission of a completed disability application, verification of termination, and the receipt of proof of Social Security Disability benefits. This benefit will be ratified by the Board of Trustees at the next regularly scheduled meeting. If proof from Social Security is received before the Participant's application date, then the benefits will begin after the date of application. If proof of Social Security Disability benefits is not obtained (On-the-Job Disability only), then benefits will not begin until after the Board of Trustees finds that the Employee is totally and permanently disabled as set forth in Plan Section 4.13.

(c) Any and all overpayments to Participants must be repaid to the Plan. The options for repayment include payment in full in lump sum, installment payments as a deduction from future benefits over a period of time equal to the duration of the overpayments, or other option determined by the Board.

IV. <u>RETURN TO WORK AFTER TERMINATION OF EMPLOYMENT FOR VESTED DEFERRED RETIREES</u>

(a) If a vested deferred retiree who previously elected a refund of contributions and a reduced benefit returns to work and elects not to repay the refunded contributions to restore previous service credit, then the Participant is treated as provided for in Section 4.22 of the Plan. Should the Participant elect to repay his contributions, then he will be treated in accordance with Section 4.17.

(b) Should a vested deferred retiree who did not previously elect a refund of contributions return to work, then upon rehire, the Participant shall again accrue credited service towards a retirement.

(c) Should a retired participant be rehired after beginning receipt of normal pension benefits, the following will apply:

If the individual was	And they had a	At rehire, the	Benefit Tier
Retired	Bona fide retirement	pension benefits will continue	Tier in effect on rehire
Retired	Non-bona fide retirement	pension benefits will cease	Tier in effect on rehire

V. <u>REINSTATEMENT THROUGH GRIEVANCE/ARBITRATION PROCESS AFTER TERMINATION</u>

(a) Individuals who are terminated from employment, take a refund of contributions (whether vested or non-vested) and are then reinstated through arbitration must repay the refund of contributions to the Fund as provided for in Section 4.17(b) of the Plan.

(b) The Participant is treated as though there was no termination which is a condition precedent to receipt of a refund of contributions.

(c) For purposes of the Plan, reinstatement through arbitration includes any management reinstatement of the Participant.

(d) Should a terminated participant who is grieving their termination be reinstated after beginning receipt of early or normal pension benefits, the following will apply:

If the individual was	And they were entitled to	At reinstatement, they	Benefit Tier
Fired	Back pay	Are required to repay pension benefits	Remain in original Tier
Fired	No back pay	Are reinstated without repaying pension benefits	Remain in original Tier

VI. PAYMENT OF LUMP SUM ACCRUED LEAVE AT TERMINATION OF EMPLOYMENT.

In accordance with Section 1.6 of the Plan, *Earnings* is actual annual gross compensation. Payment for unused sick and vacation leave is due on the last day of employment, but many times is not paid until sometime after termination of employment. Regardless of date of termination, the payments are due as of the date of termination and will be included in the *Earnings* for purposes of calculating the pension.

VII. 300 HOUR CAP ON OVERTIME PER SB 1128.

Per the provisions of the Plan, overtime hours over 300 per calendar year will count toward hours of service but salary for those same hours is not included in *Earnings* and contributions will not be collected.

VIII. CLAIMS REVIEW PROCEDURE

The application of this policy is subject to the Claims Submission and Review Procedure (Section 9.7) of the Pension Plan document.

IN WITNESS WHEREOF the Board of Trustees has adopted this **STATEMENT OF POLICY REGARDING BENEFIT PAYMENTS** this 5 day of June, 2026.

EMPLOYER TRUSTEES

UNION TRUSTEES

Witness

BSJ
December 5, 2024