

**Insurance & Benefits Trust of
PORAC Group Disability Program
(Plan)**

**Group Enrollment Information and Participation Agreement
For**

**Safety Group Short-term Disability (STD) Plans (Silver 610008-A)
Safety Group STD/LTD Plans (Gold 610007-R) and (Platinum 610007-P) and
Safety Group LTD Policy 233040-1-G,
Non-Safety Group STD Plans (Gold 610008-B) and (Platinum 610008-C) (Short Term)**

Please provide the following information:

1. Association Information

Full Legal Name of Association:		
Address:		
Telephone Number:		
1 st Contact Name:		Title:
Email Address: No .Gov Email		
2 nd Contact Name:		Title:
Email Address: No ,Gov Email		
Requested Effective Date:		
Number of Eligible Members:		Number Enrolled:

Do all members of your Association who will be insured reside in California? Yes / No

*Association members must be in good standing of PORAC, and at least 50% of Association members must be covered under the Insurance & Benefits Trust of PORAC (Trust) Plan document 610008-A, 610008-B, 610008-C, 610007-R or 610007-P and the applicable carrier (currently MetLife (Metropolitan Life Insurance Company) Group Policy 233040-1-G. (Members whose medical history has been disapproved are not eligible to participate in the Plan).

2. Eligibility for Disability Benefits

To become covered under the Plan and in order to be eligible to receive benefits, an individual must meet all of the following requirements:

- a) Be an active member in a Participating Association and a member in good standing of PORAC; or be an active employee for whom a memorandum of understanding between an employer and an Association makes coverage under the Plan available to the employee.
- b) Be regularly working at least 30 hours each week.

- c) Be a citizen or resident of the United States or Canada.
- d) Meet the requirements in the “**Eligibility**”, “**Active Work Provisions**”, and “**When Your Coverage Becomes Effective**” sections of the Insurance and Benefit Trust of PORAC’s Short Term Disability Plan and the current Long Term Disability policy.
- e) Complete the applicable Eligibility Waiting Period described in the Plan.
- f) Meet the Definition of Disability described in the Plan.

3. Required Enrollment Information

- A. If member participation is mandatory and/or if your Association is changing its Group Disability provider, the following information is needed before enrollment can occur:

A list of participant information along with this Agreement. Such list must include each participant’s (1) name, (2) date of birth, (3) social security number, (4) monthly salary, (5) safety or non-safety classification, and (6) e-mail or street address.

- B. If member participation is voluntary and your Association has no prior in force Group Disability coverage, the following applicable enrollment procedures apply:

- a. During the initial group enrollment, each Association member is required to complete and submit an application to participate in the Plan.
- b. If an individual applies for coverage more than 60 days after becoming a Member of the Plan, or if they join PORAC more than one year after first becoming eligible to join, that individual must complete a Medical History Statement provided by the Trust along with the application for coverage and satisfy other Trust eligibility requirements before commencing enrollment. Enrollment is subject to medical underwriting.

- C. For all groups, please attach a census (including gender, date of birth, and salary) of participants.

4. Other Group Disability Coverage

Prior to cancellation of your Association’s existing Group Disability plan (if any), you must contact the current provider of that plan to determine whether or not any measures need to be taken to continue disability coverage and benefit eligibility in that plan for individuals who are out because of disabilities prior to the anticipated date of the change in disability benefit plans.

If an individual is absent from Active Work because of physical disease, injury, pregnancy, or mental disorder on the day before the scheduled effective date of coverage for your Association, his or her coverage will not become effective until the day after he or she completes one full day of Active Work as an eligible Member.

“Active Work” and “Actively at Work” mean performing with reasonable continuity the substantial and material acts of your own occupation at your employer’s usual place of business.

5. Death Benefit

Through your participation in the Group Disability Plan, there is also coverage in the event of a member’s death, provided certain conditions are met. In general, the Death benefit is \$50,000 if the member dies due to causes other than accidents while such member is on a disability claim under the Trust and provided such member dies within two years of first on disability claim (whether under the Trust or under the corresponding Long Term Disability Plan (currently MetLife Life Insurance Company. This \$50,000 death benefit is self-funded by the Trust.

The Death Benefit is \$65,000 if the member dies due to covered accidental causes, pursuant to the policy underwritten by Metropolitan Life Insurance Company (MetLife).

For details about either of these Death Benefits, please see the Plan Document and Summary Plan Description of the applicable Disability Plan as set out in section 6.g below.

6. Terms

The Trustees of the Insurance and Benefits Trust of PORAC (Trust) have a fiduciary duty to implement

and maintain a reasonable, diligent and systematic procedure to monitor the payment of contributions by the Association.

Therefore, the Association expressly acknowledges its understanding and agreement with the following terms and conditions below and agrees to be bound by them as well as the terms and conditions of the group disability documents issued by the Insurance & Benefits Trust of PORAC and MetLife.

- a. If monthly contributions are not made to the Trust on a timely basis and in a manner approved by the Board of Trustees (Trustees), the Trustees have full discretion to terminate the Association's participation in the Plan.
- b. Credits or refunds of excess contributions will be made only pursuant to the Trust's policies.
- c. This Group Enrollment Information and Participation Agreement shows the type of coverage available, but it does not provide a description of the benefits or any exceptions or limitations. A Plan Document/Summary Plan Description ("Plan Document/SPD") giving a complete description of the coverage will be provided to the Association electronically and/or in hard copy form.
- d. The Association agrees to distribute the Plan Document/SPDs (and all related amendments) provided by the Trust to all of the Association's covered members within 90 days of the members' enrollment. Related amendments to the Plan Document/SPDs shall be provided by the Association to covered members within 30 days of the Association's receipt of the applicable document. The Association agrees to furnish all documents required to be distributed by the Association to covered members via placement of the document in the member's regular workplace mail slot or e-mail, to the extent that the Association has an e-mail address on file for the member.
- e. The Association agrees not to distribute any other description of the terms of the coverage without prior written approval of the Trust and the applicable carrier.
- f. No coverage for any employee Association member will be in effect until enrollment and coverage is approved by both the Trust and the applicable carrier. We further understand that in order for an individual member to become covered on the effective date of the coverage, the member must meet the Member definition in the plan as outlined in section 2 above. All Plan coverage is contingent on the Trust's timely receipt of all applicable payments for coverage and the Trust's acceptance of such coverage.
- g. Coverage issued pursuant to this agreement is subject to all the provisions of the Trusts Plan Document 610008-A, 610008-B, 610008-C and 610007-R or 610007-P and the carrier's Group Policy (currently) 233040-1-G. In any case of conflict between the terms of this Agreement and the provisions of the Trust's Plan Document 610008-A, 610008-B, 610008-C, 610007-R or 610007-P and the carrier's Group Policy (currently) 233040-1-G, those of the Trust's Plan Document/SPD and the carrier's Group Policy shall govern.
- h. An initial deposit equal to the estimated first month's premium is required on all covered members.
- i. The Association is required to submit accurate reports with appropriate contributions on the 1st day of the month, on behalf of all covered members working in the previous month and will be considered delinquent if not received or postmarked by the 10th of the month.
- j. The Association must submit contributions to the Trust on a monthly basis, unless otherwise mutually agreed to. It is the responsibility of the Association to maintain complete and accurate records pertaining to the above information.
- k. If the Employer is contributing 100% of the monthly dues for each members Group Disability Plan the Association must provide on a semi-annual basis a copy of the Employers Contribution Report as it relates to the Association's MOU.
- l. The Association is required to notify the Trust of any changes to the list of eligible participants (additions and deletions) by no later than the end of the month in which the change occurred. Such notice may be provided with the monthly payment to the Trust.
- m. The Association agrees to make the elected coverage available to all present and future eligible

members of the Association.

- n. The Association agrees to cooperate with the Trust’s designated agent(s) in doing a limited audit of the Association’s books and records to ensure the accurate reporting and payment of contributions as they relate to the Disability Plan. Upon request the participating Association must produce all original records, which the Trust or its designated agent considers necessary to accurately determine or verify the amount of contributions owed or paid. The Association agrees to allow and hereby authorizes the Trust with access to PORAC’s membership database to accomplish the Trust’s roster audits.

7. Group Disability Plan (24 hour coverage)

The Association may choose one of the following Plan Options for Safety and one Option for Non-Safety:

The Trust’ Disability Plan rates are subject to change pursuant to the complete and unfettered discretion of the Trustees of the Insurance and Benefits Trust of PORAC. Any increase requires a minimum 60-day notice to the Association. Association leadership is responsible to maintain current contact information with PORAC and the Trust. Disability Plan rate increases will take effect even if Association contact information was not kept current, provided notice of increases were sent to the Association contact information kept on file with the Trust.

Disability Plan rates are set forth in the attached STD Benefit Summary Addendum.

A. Disability Benefit Plan – Elect one for all Members of each classification:

<i>Check one:</i>	<i>Self-Funded STD Plan Name and Number</i>	<i>Benefit</i>	<i>Insured LTD Plan Name and Number</i>	<i>Benefit</i>	<i>Total Monthly Premium Per Member</i>
	Safety Silver Plan 610008-A	66 2/3%			Disability Plan rates are set forth in the STD Benefit Summary Addendum
	Safety Gold Plan 610007-R	66 2/3%	Safety Gold Plan 233040-1-G	66 2/3%	
	Safety Platinum Plan 610007-P	70%	<i>Safety Platinum Plan</i> 233040-1-G	70%	
	Non-Safety Gold Plan 610008-B	66 2/3%			
	Non-Safety Platinum Plan 610008-C	70%			

B. 30 Day Freeze of Personal Leave Option (**Reduces the required use of Personal Leave Time from 60 days down to 30 days for all enrolled members**). This is an option elected by the Association. Elect one option below.

<i>Check one:</i>	<i>30 Day Freeze of Personal Leave Option</i>	<i>Additional Monthly Premium Per Member</i>
	The Association elects to participate in the option of the 30 day freeze of Personal Leave Time. (requires use of up to 160 hours of leave time)	\$2.00
	The Association does not elect to participate in the option of the 30 day freeze of Personal Leave Time. (requires use of up to 320 hours of leave time)	\$0.00

C. Premium Contributions –Elect one:

		Pre-Tax	After Tax
	Employer paid (noncontributory)		
	Employee paid (contributory)		
	Paid through dues		

D. Participation – Elect one:

	100% participation of all eligible employees (mandatory participation)
	50% minimum participation of all eligible employees (voluntary participation)

Authorized Representative of the Association:

Signature: _____ Date: _____

Print Name and Title: _____

Witness Signature: _____ Date: _____

Print Name and Title: _____

(This section is to be completed by the Insurance and Benefits Trust of PORAC.)

Accepted on _____, 20____, on behalf of the Board of Trustees of the Trust

Trustee Signature: _____ Date: _____

Print Name and Title: _____

BY MAIL:

2960 Advantage Way Sacramento, CA 95834

Attn: _____

OR BY FAX: (916)999-8892

E-MAIL:

lifeanddisability@ibtofpovac.org

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