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AGREEMENT

Between

BOROUGH OF MUNHALL

And

MUNHALL BOROUGH POLICE

January 1, 2020 to December 31, 2023

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AGREEMENT

This Agreement, entered into as the first day of January, 2020, by and between the BOROUGH OF MUNHALL (hereinafter "Borough") and the MUNHALL BOROUGH POLICEMEN (hereinafter "Policemen"), by its Wage and Police Committee.

WHEREAS, the Borough and the Policemen have engaged in collective bargaining in accordance with the terms of the Act of June 24, 1968, P.L. 237, No. 111, 43 P.S. §, 217.1 et. seq. (hereinafter "Act 111"); and

WHEREAS, the Borough and the Policemen wish to set forth herein the agreement between the parties concerning wages and other terms and conditions of employment; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto do covenant and agree as follows:

ARTICLE I TERM OF AGREEMENT

This Agreement shall become effective January 1, 2020, and shall continue for four years through December 31, 2023.

ARTICLE II BARGAINING UNIT AND REPRESENTATION

1. For the purposes of this Agreement, the term "Policemen" means full-time Police employed by the Borough in accordance with the provisions of the Borough Code. It is expressly agreed that the bargaining unit does not include school guards, fire police, auxiliary police, if any should be constituted, or any other person who may, in the time of emergency or otherwise, perform duties as a policemen, including the Code Enforcement Officer or Zoning Officer.

2. The bargaining unit consists of all Borough Policemen, excluding the Chief of Police and the Administrative Sergeant in accordance with the ruling of the PLRB.

(a) It is understood that officers ranking or acting above the rank of Sergeants exercise certain managerial and supervisory functions. They are, nevertheless, entitled to all the benefits, terms and provisions of this agreement.

(b) Any officer acting above the rank of Sergeant shall not act as Department representatives for collective bargaining or binding arbitration under Act 111.

3. The Borough agrees that it will deduct One hundred fifty (\$150.00) dollars from the paycheck of each full-time police officer each year, and Ninety (\$90.00) dollars from each part-time officer, which deductions shall be made from the annual holiday pay of each police officer, and which deductions shall forthwith be made payable to the "Munhall Police Collective Bargaining Account," and delivered to the Chairman of the Police Negotiating Committee.

4. Part-time police officers shall only be entitled to the wages, rights and benefits herein specifically granted to "part-time" police officers. They shall not be entitled to any wage, right or benefit herein granted exclusively to "full-time" officers OR to any wage, right or benefit herein granted without specific reference that a part-time officer is included.

5. The date of hire for all police officers will be the date of the public meeting vote by Borough Council to hire the officer and not the date the officer starts patrol.

ARTICLE III BASE ANNUAL WAGE

1. Full-Time Police Officers. The base annual wage for each full-time police officer shall be as follows:

	<u>EFFECTIVE DATES:</u>			
	<u>01/01/20</u>	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>
	(2.5%)	(2.5%)	(2.5%)	(2.5%)
Less than One Year	\$48,975.	\$50,200.	\$51,455.	\$52,741.
One Year	\$54,089.	\$55,441.	\$56,828.	\$58,248.
Two Years	\$59,720.	\$61,213.	\$62,743.	\$64,312.

Three Years	\$65,936.	\$67,585.	\$69,274.	\$71,006.
Four Years	\$72,790.	\$74,610.	\$76,475.	\$78,387.
Five Years	\$80,376.	\$82,386.	\$84,445.	\$86,557.
SERGEANT:	\$87,307.	\$89,489.	\$91,727.	\$94,020.
CAPTAIN:	\$93,763.	\$96,107.	\$98,510.	\$100,973

A police officer's base annual wage will be increased by \$2,500.00 if the officer is assigned to work as a detective.

2. Part-Time Police Officers. The base hourly wage for each part-time police officer shall be as follows:

<u>RANK:</u>	<u>EFFECTIVE DATES:</u>			
PATROLMAN	<u>01/01/20</u> \$19.00/hr.	<u>01/01/21</u> \$19.00/hr.	<u>01/01/22</u> \$19.00/hr.	<u>01/01/23</u> \$19.00/hr.

Any part-time police officer who has been assigned to work twenty-four (24) hours in a work week and is unable or fails to do so for two consecutive work weeks may be terminated by the Borough.

3. Any full-time officer who works between the hours of 3:00 p.m. to 7:00 a.m. shall receive shift differential of thirty (\$.30) cents per hour so worked, in addition to all other compensation to which he may be entitled.

4. Officers who perform the functions and duties of a higher rank shall be paid at the rate of the higher rank while serving in that capacity.

ARTICLE IV LONGEVITY COMPENSATION

Effective January 1, 2000 in addition to the base annual wage set forth in Article III above, all full-time police officers shall after the completion of five years of service as a full-

time officer with the Borough receive as additional longevity compensation an annual lump sum longevity payment based on the following schedule:

1% of Base Salary after 5 years completed full time service.

2% of Base Salary after 10 years completed full time service.

3% of Base Salary after 15 years completed full time service.

4% of Base Salary after 20 years completed full time service.

This payment will be made in November of each year by a separate payroll check issued on the first pay in November.

ARTICLE V OVERTIME AND COURT TIME COMPENSATION

1. For the purposes of this agreement, a "work day" is defined as eight (8) consecutive hours of work within a twenty-four (24) hour period which period shall be deemed to start when the policeman begins work. A "work week" is defined as five (5) consecutive work days with two (2) consecutive days off on a rotating basis except when the cycle results in a short week, which shall then consist of four consecutive eight (8) hour days.

2. Overtime consists of any authorized work actually performed in excess of eight (8) hours in any work day and eighty (80) hours in any pay period, except as noted in Paragraph 1 above, including court time and excluding only private duty assignments. For purposes of overtime, a pay period shall be two (2) work weeks as defined by this contract. Overtime of less than fifteen (15) minutes in any work day shall not be included in determining the total number of hours worked. Therefore, overtime shall be computed to the next highest quarter hour. There shall be no pyramiding of overtime.

3. Overtime pay shall be at the rate of time and one-half of a given policeman's hourly rate (basic rate plus longevity) for each hour of overtime.

4. In computing overtime, hours for which a policeman receives payment by virtue of sick leave shall not be considered in the calculation of hours for which overtime compensation is payable.

5. A policeman requested or required to work overtime will be paid at overtime rates for a minimum for four (4) hours, which minimum shall not apply to court time or to any overtime which is contiguous with (either immediately before or immediately after) the policeman's regular shift.

6. The Borough will attempt to equalize overtime on a continuous basis between or among the policemen. The Borough shall attempt to obtain volunteers for overtime work, but if sufficient volunteers are not readily available, the Borough shall have the right to assign such work on a non-volunteer basis.

7. Emergency overtime: Overtime required to relieve an immediate hazard which may endanger life or property shall be considered "emergency overtime" and shall be assigned by the person in charge of the shift in the manner which he deems most appropriate to expedite relief of the situation. If the officer in charge of the shift has less than one (1) hour's notice of the unavailability of the minimum number of men required to fill a shift, he shall endeavor to assign overtime according to the provisions of Article V, Paragraph 9 hereof, but may at his option consider such overtime as emergency overtime, and fill it as permitted by the provisions of this Paragraph.

8. Special Police Functions. Those events which, when designated by the Chief of Police, require added police effort for investigation, or other police functions shall be assigned only as directed by the Chief of Police.

9. General Overtime. Any overtime not considered emergency overtime or special police functions under Paragraph 7 and 8 hereof shall be considered general overtime and shall be assigned by the officer in charge of the shift as follows:

- a. To the policeman with the least amount of overtime charged to him;
- b. If two or more policemen have the same amount of overtime charged to them, then whichever of them has the most seniority shall be called first. When a policeman is called for duty and he is not available at the time of call, or does not wish to work it, the next policeman eligible for overtime shall be called and the same procedure followed until a policeman is assigned.
- c. Any policeman who is unavailable for overtime when called shall not be charged with those overtime hours for purposes of equalization. However, any policeman who does not wish to work the overtime detail shall be charged with the time for purposes of equalization. For extra detail work in the situation where an officer is scheduled and calls off less than 72 hours prior to the start of the shift, any officer called to cover that work who declines will not be charged on the rotation schedule for declining that work.
- d. During a shift when overtime is required, policemen who are on duty, in court, on sick leave, death leave, emergency leave, vacation, compensatory time off, on a trade shift, and/or who have worked twelve (12) consecutive hours or more, shall not be considered to have been eligible or available for general overtime assignments of equalization, except as provided in (f) below.
- e. If sufficient volunteers are not available, the overtime shall be assigned on a non-volunteer basis. Non-volunteer assignments shall be equalized among all policemen and shall be assigned by rotation, starting with the policeman having the least seniority.
- f. A policeman who does not work eighty (80) hours in any pay period because of sick leave or injury, will not be considered eligible or available for general overtime or private duty assignments during that pay period, or for the remainder of that pay period. However, he shall be charged with the overtime or private duty assignment for purposes of equalization.

10. The Chief of Police or his designee shall maintain a continuous General Overtime Chart which shall show the amount of overtime actually worked by, or charged to (for the purpose of equalization of overtime) each policeman, and non-voluntary overtime assignments. The list shall be posted in a conspicuous place. Policemen who do not wish to be considered for

general voluntary overtime may notify the Chief of Police to that effect; in which event, it will not be necessary to offer such a policeman general voluntary overtime assignments. Any such policeman who thereafter wants to work general voluntary overtime shall notify the Chief of Police to that effect, in which event he shall, as of that time be charged with the maximum time charged to any other person (for purposes of equalization) and be called upon for future general voluntary overtime assignments as set forth above.

11. At no time except during emergencies shall a policeman be required to work more than sixteen (16) consecutive hours. Except during emergencies, policeman shall have eight (8) consecutive hours off-time, before being required to work after working twelve (12) hours, or permitted to work after working sixteen (16) hours.

12. For the purposes of this Agreement, "court time" is defined as any time spent at the District Attorney's office or any judicial proceeding on a case arising out of police work for the Borough, where the Policeman's presence is required for processing or prosecution of a case. Court time shall not be deemed to include the appearance of a policeman as witness in a civil action.

13. Compensation for court time shall be paid on the same basis as for any other type of police work in accordance with the terms of this Agreement; that is, straight time for on duty court time, and time and one half (without any minimum) for off duty court time. For all court time except District Magistrate's hearings, the time is to be computed from one half hour before the policeman is scheduled to appear to one half hour after his appearance is complete to allow for travel time.

14. For part-time officers, compensation for court time shall be in the form of compensatory time off which shall be earned at a ratio of one hour off for each one hour of court time served.

15. If the Borough elects to implement a rotating shift schedule for its officers and the force is less than twenty-one (21) full-time officers, the officers shall waive the right to work five

(5) "consecutive" days in a work week with two days off in that work week as provided in Paragraph No. 1 in this Article.

16. When a police officer works overtime, as it is defined in this Contract, he may request that he be compensated with comp time a/k/a time owed rather than being paid for his overtime pay. The Chief of Police and Mayor have the sole discretion to determine whether comp time a/k/a time owed will be granted when requested by a police officer. If granted, the comp time a/k/a time owed will match the rate of pay that is being comped, i.e., comp time a/k/a time owed which is granted for work performed at a time-and-a-half rate of pay will result in one-and-a-half hours time owed for each hour worked.

ARTICLE VI WORKING CONDITIONS

1. Prior to January 1 of each calendar year, the Borough shall prepare and post a shift schedule for the calendar year which is fair and equitable to all concerned.

2. Although the Borough retains the right to change shift assignments or schedules, it shall not do so arbitrarily for reasons unrelated to the efficient operation of the police department; provided, however, except in cases of emergency, the Borough will give two (2) weeks notice of any changes in shift assignments or schedules. With regard to part-time police officers, the Borough will post a schedule as far in advance as Management deems practical and will give part-time employees three (3) days notice of schedule changes except in cases of emergency.

3. Shift or duty assignments shall not, under any circumstances be made for disciplinary or punitive purposes. Shift or duty assignments made to improve supervision or job performance shall not be considered as made for disciplinary or punitive purposes.

4. Regardless of whether a policeman is on duty or off duty, he is deemed to be a policeman on a full-time 24-hours-a-day basis; and any policeman performing any police function or duty, as such function or duty may be broadly defined, shall be considered on duty

for the Borough.

5. No policeman employed by the Borough shall be given preferential treatment, nor shall any policeman be discriminated against by the Borough or any person acting on the orders of the Borough or Borough management for reasons unrelated to the policeman's performance of his duties or for the efficient operation of the police department.

6. A policeman may, by mutual agreement, change shifts with one another for personal reasons subject to the Borough's prior approval, which approval shall not be unreasonably withheld.

7. The Borough agrees that in exercising its management rights to enforce the rules and regulations of the department and discipline or otherwise deal with its police employees, the Borough shall exercise its discretion in a fair and even-handed manner and shall not permit anyone acting on its behalf to indulge in selective accountability for noncompliance or infringement of the rules and regulations of the Department.

8. Subject to the provisions of Article V, the Borough agrees that it shall review the scheduling and will avoid shortened pass days so that two days will separate work weeks, except in unusual and rare circumstances of scheduling.

9. The Borough agrees that future contract negotiations will be scheduled as far in advance as practical to avoid work conflicts.

10. The Borough will recognize departmental seniority in scheduling vacations, assignments and other such purposes, unless supervision or management requirements are affected. In such event, the Borough reserves the right to disregard seniority or apply seniority in rank if there is a legitimate management or supervision need.

ARTICLE VII
LEAVE OF ABSENCE

If the Borough terminates the police department or reduces the number of policeman by layoff or forced early retirement of any policeman under the age of sixty-five (65) years, any such policeman who so loses his job for reasons other than professional misconduct or disability, shall, prior to termination of his job, be given a six (6) month leave of absence, the first ninety (90) calendar days of which shall be with pay, and the remaining days of which shall be without pay; provided however, all insurance coverage presently provided for the policeman shall be maintained for the full duration of the aforesaid leave of absence.

ARTICLE VIII
PERSONNEL RECORDS

1. Each policeman shall have the right to review and make copies of the contents of his own personnel files maintained by the Chief of Police. No anonymous complaints shall be placed in an officer's file.

2. No material derogatory to an officer's character, conduct, service or personality shall be placed in the files unless the officer had an opportunity to read the material. The officer shall acknowledge he has read the material by affixing his signature on the material to be filed with the understanding that such signature merely signifies that he has read the material and does not indicate agreement with its contents. Material not brought to the attention of the affected officer within thirty (30) work days after its receipt by the Chief of Police or other appropriate official shall not be placed in the file.

3. A policeman shall have the right to answer any material filed, and his answer shall be attached to the file material.

4. Only those personnel who have an official right and reason for doing so may inspect a policeman's personnel file. The Borough agrees not to otherwise make any portion of a police officer's personnel file public without the officer's written permission or in compliance with an Order of Court.

5. The Borough agrees to encourage administrators to place in the policeman's file information of a positive nature indicating special competence, achievements and favorable performance of duty.

ARTICLE IX HEALTH INSURANCE

1. The Borough will provide at its expense hospitalization coverage for full-time officers, their spouses and eligible dependents with a PPO policy \$2500/\$5000 deductible plan with Health Reimbursement Account (HRA) and Family dental plan and Family Vision plan, or equivalent policy and plan. Each officer will contribute to the total cost of his/her plan coverage by paying 5% of the total cost of his/her plan premium. The officer's contribution shall not exceed 1.0% of his/her base pay. The contribution will be paid as an automatic payroll deduction from the officer's paycheck.

2. Each officer shall be entitled to receive this benefit at the next registration date upon commencement of service as full-time officer.

3. The high option family dental and family vision plans shall be available only after an officer has completed one full year of service. However, when an officer has been promoted from part time to full time, his/her service as a part-time officer with Munhall shall count toward satisfying the service requirements for the dental and vision health insurance benefits described in this paragraph.

4. The Borough agrees to use its best efforts to allow retired officers to subscribe to and purchase at their expense all available health insurance coverage under group plans covering active police officers.

5. In the event a full-time police officer has available and elects to be covered by equivalent health insurance provided by a spouse's employer, the Borough shall provide an annual buyout payment of \$4,000.00 to the officer in lieu of providing health insurance for the officer. The buy-out payment shall be made in quarterly installments to the officer. The officer

must provide written verification of equivalent insurance coverage through a spouse to be eligible. In the event the officer requests to return to the health insurance coverage provided by the Borough, the officer will be re-enrolled at the earliest opportunity with its health insurance carrier and any buy-out money paid to the officer will be reimbursed to the Borough on a pro-rata basis.

6. In the event the cost of the health insurance coverage provided by the Borough to the police officers increases in any one year by more than fifteen (15%) percent over the cost of the previous year, the Borough has the right to re-open and re-negotiate the issue of health insurance coverage for the police officers. In this event, no other provision or issue of the Contract shall be re-opened for negotiation other than health insurance coverage as described in Article IX of the existing Contract. In this event, the Borough and the police officers will engage in collective bargaining over the issue of health insurance only which may include the type of health plan, employee contributions to plan cost and other health/hospitalization coverage issues.

ARTICLE X SICK LEAVE AND SHORT-TERM DISABILITY INCOME PROTECTION

In the event a full-time officer is unable to work due to an illness or accident not otherwise compensated for by statute and is not receiving benefits under the disability provisions of the Police Pension Fund, the following sickness and accident benefit provisions are provided:

1. Normal Sickness and Accident Leave Provision. Each full-time police officer, upon commencement of service with the Department shall be entitled to sick and accident leave as follows:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Up to one year	5 days
Over one year	12 days

Unused sick and accident leave may be accumulated to ninety (90) days. No additional allowances shall be made except as provided under subparagraph "2(b)" below. It is understood

that the Borough retains the right to take appropriate action for any violation or abuse of sick leave, and may, when appropriate, in order to maintain proper sick leave provisions, require an examination of any police officer. Any examination required by the Borough shall be directed to the police officer in writing, signed by the Chief of Police, Mayor or President of Council and shall be conducted by a licensed physician appointed and paid for by the Borough. Any full-time officer who refuses to submit to such an examination shall be subject to discipline. The result of the examination, including any discipline arising therefrom, shall be subject to arbitration pursuant to the provisions of parties' grievance procedure.

2. Extended Sickness and Accident Provision. Subject to the conditions set forth below, for the first thirty (30) calendar days of non-work related sickness or accident, policemen will be paid their salary in full. In effect, therefore, it means four (4) (plus) work weeks, or two (plus) pay periods. This full pay provision is subject to the following conditions:

a. The policemen will have first deducted from current accumulated sick leave the days used during the first thirty (30) days, to the extent of such current and accumulated sick leave to the police officer's credit.

b. To the extent that current and accumulated sick leave to the police officer's credit is insufficient to provide for full pay during the calendar thirty (30) days, the policemen will be required to use current unused vacation time. A police officer will have the right to elect to use unused current vacation time during the first thirty (30) days instead of current or accumulated sick leave. However, such election shall be made within two (2) weeks of the police officer's return to service and such election may not otherwise be made retroactively.

c. To the extent that current and accumulated sick leave and current unused vacation time is not sufficient for the thirty (30) day period, the Borough will "advance" up to twenty-two (22) working days of sick leave. Such days "advanced" by the Borough will be deducted from the following year or year's current sick leave and there shall be no future accumulation of sick leave until fully repaid. Upon retirement, "advanced" days remaining unpaid will be deducted from the police office's last month's wages or any other benefits owed by the Borough. Days "advanced" by the Borough shall never exceed twenty-two (22) days for

any one police officer at any time during his service with the Borough. It is understood that "advanced" days, later "repaid" with current sick leave, would make "advance" days again available to the police officer.

d. For the next twelve (12) calendar months, that is, for seventy-eight (78) weeks of disability, an extended sickness and accident insurance policy will provide two-thirds ($\frac{2}{3}$) of the police officer's basic salary, payable weekly. Such policy has been secured and will be continued, during the term of this agreement, to be equivalent to the prevailing policy provided by the Municipal Employers Insurance Trust. The Borough, in order to assure efficient administration of any claims of police personnel, will obtain claim forms for the affected officer or his family and upon request will assist in the proper completion of the forms and advise the officer and his family on his rights under the policy. In the event of any delay in receipt of insurance proceeds, the Borough will advance the amount otherwise due from the insurance company for any weekly benefit. In the event of any advancement by the Borough, the Borough shall have the right to retain the insurance proceeds later received, or to make demand upon the individual officer for such advancement made by the Borough. Upon failure of the officers to comply, this agreement will be sufficient authority for the Borough to deduct from future salary amount of the money advanced by the Borough for which the officer has received insurance proceeds.

e. Except as to the normal sick leave provisions set forth in Paragraph 1a above, the extended sickness and accident provision, including insurance coverage and "advancement" of sick leave by the Borough will not be effective until a police officer has served fifteen (15) months with the Police Department as a full-time police officer.

f. Amounts received under the sickness and accident insurance policy shall be ignored in calculating future pension benefits of the officer under the Police Pension Plan. The time during which said payments are received shall, however, be considered as time of service with the Borough for Police Pension Plan purposes and for longevity.

g. A police officer may elect, in order to obtain the equivalent of his full pay, to have one-third ($\frac{1}{3}$) of his normal salary paid during such extended leave and to have deducted from any available unused current and accumulated sick leave one third ($\frac{1}{3}$) day for

each one-third (1/3) day's pay so received.

h. This provision shall not apply and no salary payment or salary replacement benefits will be made to a policeman who is absent from work but covered under workers' compensation for wage loss from a concurrent employer.

3. During a full-time officers' absence on a non-work related illness or disability, the officer shall continue to receive health, dental and vision benefits, but shall not be eligible to earn additional sick leave, personal days or vacation time. Moreover, no officer shall be entitled to receive this non-work related absence benefit for the same onset and continuation of the same illness or disability for more than a cumulative total of seventy-eight (78) weeks during the term of this Agreement.

ARTICLE XI LONG-TERM DISABILITY COMPENSATION

In the event that a full-time officer has been unable to return to work for one (1) year and is totally disabled, the Borough shall, at its sole cost, purchase an insurance annuity which will pay the officer a monthly disability benefit of two-thirds (2/3) of his base annual wage for the full duration of his disability. This benefit shall terminate upon any full-time officer becoming eligible to retire and receive pension benefits.

ARTICLE XII REASSIGNMENT OF POLICEMEN

In the event that a full-time police officer suffers an illness or injury which renders him temporarily unable to perform his duties as a police officer, but physically capable of performing desk clerk duty, the Borough shall endeavor to place the police officer on desk clerk duty at the police officer's normal rate of pay. Nothing in this section shall negate the Borough's right to place a police officer on disability retirement when the circumstances of his illness or injury warrant such retirement.

ARTICLE XIII
SURVIVOR'S INCOME

The Borough shall provide full-time officers after fifteen (15) months of service with the Police Department as a full-time officer with a policy of insurance providing survivor's income if the officer is survived by a spouse or one or more dependent children under the age of eighteen (18) years.

The survivor shall be entitled to a monthly annuity of fifty (50%) of the base monthly salary at the time of the officer's death, but not to exceed a maximum monthly benefit of One Thousand Five Hundred (\$1,500.00) Dollars.

ARTICLE XIV
PENSION AND SERVICE DISABILITY BENEFITS FOR FULL-TIME OFFICERS

1. Pension. The Borough has maintained, and shall continue to maintain pensions for full-time officers as required under Acts of Legislature, as have been amended, and shall be amended, during the term of this Agreement. The coverage provided shall be as required under said Acts with the following specific amendments for full-time police officers.

a. Pension amounts shall be as heretofore provided and as required under the applicable Commonwealth of Pennsylvania requirements, conditioned upon, however, that the amount of all such pensions shall be calculated and computed on the basis of earnings over the last thirty-six (36) months of employment.

b. A survivor's benefit of fifty (50%) percent of a retired police officer's pension benefit shall be provided to a retired police officer's survivors as set forth in Act 600 as amended, 53 P.S. § 767, et. seq.

c. The parties understand and agree that Ordinance No. 1181 of December 12, 1968, as amended by Ordinance 1193 of November 13, 1969, Ordinance 1206 of December 31, 1971, Ordinance 1234 of March 13, 1975 and Ordinance 1249 of February 1977; and Ordinance 1312 of January 1988 and as further supplemented by the pertinent terms of Article XIV of this Agreement and subject to the terms of Act 600 as amended to date, constitute the sum total of all existing pension benefits to which the policemen are entitled from the Munhall Police Pension Fund.

d. Effective January 1, 2001, the Borough will allow the buyback of military time served, and retirement after twenty (20) years of service as full-time officer as established in Ordinance 1466, which is incorporated by reference.

e. An officer who retires with twenty-six (26) or more completed years of full-time service from date of appointment shall be entitled to a length of service increment of \$100.00 per month which shall be paid in addition to other pension benefits payable hereunder.

f. The Borough in this police pension plan shall provide for vesting of benefits in accordance with the terms of Act 600, as amended. A police officer shall be one hundred (100%) percent vested in the pension plan after completion of twelve (12) years of full-time service.

g. The Borough will provide to the collective bargaining representatives of the department, all financial statements including actuarial reports, pertaining to the police pension fund.

h. The cost of living benefit under the police pension plan shall be increased to 100 percent (100%) of the Consumer Price Index subject to the limitations set forth in Act 600 of 1956, 53 P.S. § 767, et. seq. and specifically 53 P.S. § 771. This provision is subject to verification by an actuarial study performed by the pension fund actuary and payable out of the pension plan to confirm that 100 percent (100%) of the cost of living can be provided in conformance with the provisions of Act 600, Act 205 and the regulations of the Commonwealth of Pennsylvania dealing with reimbursements to municipalities relative to the Police pension plans with a reasonable expectation that there will be no cost to either the Police through contributions or the Borough.

i. It is the intent of this provision that 100 percent (100%) of the cost of living should not be added as a benefit during the term of this agreement if there is any reasonable possibility that adding such a provision would impose on the Borough of Munhall any cost for pensions which is not reimbursable to it through the Commonwealth of Pennsylvania.

j. The Borough shall on an annual basis reduce or eliminate payments into the Police Pension Fund by the police members if the annual actuarial study shows that the condition of the Police Pension Fund is such in any year that payments into the fund are not required or may be reduced, and, if that such payments are reduced or eliminated for any year, contributions by the Borough in addition to funds received from the State will not be required to keep the fund actuarially sound and/or to comply with requirements of the State relative to

funding.

2. Disability Retirement Benefits.

a. Schedule. Any full-time officer who retires due to a "Total and Permanent Disability," shall be deemed to have retired as of his Disability Retirement Date. The disability retirement benefit shall be a monthly amount equal to his normal retirement benefit multiplied by the applicable percentage as follows:

	<u>PERCENT OF NORMAL RETIREMENT BENEFITS</u>
After completion of at least two (2) years of full-time service:	100%
Less than two (2) years of full-time service:	50%

b. Payment of Disability Retirement Benefits. Disability retirement benefit payments shall be made monthly as of the first day of the month. The first installment of any retirement benefit payable to a disabled participant shall be payable as of the next first day of the month following the Disability Retirement Date. Service increments shall not be applicable to disability retirement pensions.

c. The benefits shall commence when the benefit provided under Article XI, Long-Term Disability, ceases. There will be no duplication of benefits.

d. Verification of Disability Benefits. The Plan Administrator shall determine in reliance upon the report of a physician acceptable to the Plan Administrator whether a participant shall have incurred a "Total and Permanent Disability." Disability benefits awarded because of a "Total and Permanent Disability" shall be terminated if the participant becomes employed in law enforcement in any capacity.

3. Payment of Heart and Lung Benefits. Any police officer who is eligible for and receives heart and lung benefits due to a work-related injury shall turn over to the Borough of Munhall any and all workers' compensation indemnity benefits received in connection with said work injury. No police officer shall be entitled to collect heart and lung benefits and workers' compensation indemnity benefits simultaneously.

4. The Borough will provide a Deferred Retirement Option Plan ("DROP") to eligible officers as follows, to be adopted by Ordinance.

a. The DROP shall be in accordance with Act 205 of 1984 as amended, 53 P.S. §895.101 et seq.

b. Eligibility for DROP participation shall be the attainment of age 50 and 25 years of service (Normal Retirement Age).

c. The DROP participation period shall be limited to three years.

d. Participation in the DROP shall require an irrevocable election to terminate employment within 3 years of participation in the DROP.

e. A DROP participant's pension shall be calculated as of the date of entry into the DROP and while participating in the DROP shall forego active membership in the retirement plan, any future increases in salary for purposes of calculating pension and any further service credits for pension purposes including length of service increments.

ARTICLE XV VACATION AND HOLIDAYS FOR FULL-TIME OFFICERS

1. Full-time officers shall be entitled to the following annual vacation with pay:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
1 year	1 week
2 to 4 years	2 weeks
5 to 9 years	3 weeks
10 years	4 weeks
11 years	4 weeks and 1 day
12 years	4 weeks and 2 days
13 years	4 weeks and 3 days
14 years	4 weeks and 4 days
15 years	5 weeks
16 years	5 weeks and 1 day
17 years	5 weeks and 2 days
18 years	5 weeks and 3 days
19 years	5 weeks and 4 days
20 years	6 weeks

Years of service means service as a full-time officer. After twenty-five (25) years of service, any

police officer hired prior to January 1, 1993 may for any one (1) year elect to take a ten (10) week vacation in lieu of normal six (6) weeks vacation.

2. For purposes of calculating years of service to determine the amount of vacation due only, a police officer shall be deemed to have been employed for two (2) years on the second 31st day of December of service with the Borough and thereafter, an additional year of service on each 31st day of December and shall be entitled to vacation in the following full calendar year in the amount set forth in Paragraph 1 above.

3. A police officer during the first full calendar year of employment shall be entitled to vacation based on the starting date of employment in the prior year as follows:

<u>START DATE</u>	<u>AMOUNT OF VACATION</u>
January through June	5 days
July through August	4 days
September through October	3 days
November through December	2 days

Prior to the first full calendar year of employment, an employee shall receive no vacation benefit.

4. Vacations shall be scheduled so that policemen with less than two (2) year's service shall get at least one week, and policemen with over two years service shall get at least two (2) weeks of vacation during the summertime period from June 1 through August 31 and/or December 31 and the first week of antler deer season.

5. Vacations shall be scheduled and granted for periods of time requested by the policemen subject to the Borough's responsibility to ensure public safety. If the nature of the work makes it necessary to limit the number of policeman on vacation at the same time, the police officer with the greatest seniority as it relates to total years of continuous full-time service with the police department shall be given his choice of vacation periods in the event of conflict.

6. If, for reasons beyond his control, a police officer is unable to take his full vacation during the calendar year, the Borough shall either permit him to carry it over into the next year or pay him in a lump sum the cash equivalent for each day of unused vacation at his

current rate of pay.

7. Commencing on the first day in November of 2003, each officer shall be paid by separate check for one hundred forty-four (144) hours at his current rate of pay (base pay plus longevity) less the deductions provided for in Article II, Section 3 for payment in lieu of holidays. Each officer shall work his regular schedule at his regular rate throughout the year without regard or reference to any public or other holiday.

8. If an employee is off work, the holiday entitlement pay shall be reduced pro-rata, e.g., if the employee is off work thirty (30) days, the employee would lose one holiday; if the employee is off work sixty (60) days, the employee would lose two holidays, etc. However, this provision shall not apply to any employee who incurs a work-related worker's compensable injury on the job.

9. Each full-time police officer shall be allowed two (2) paid days off per year as "personal days" after one (1) year of service as a full-time officer; after five (5) years of service as a full-time officer, three (3) personal days shall be allowed; after ten (10) years of service as a full-time officer, four (4) personal days shall be allowed. Such "personal days" shall be in addition to vacation, sick leave or holiday pay and shall be taken at times selected by the individual police officer. This provision for "personal days" is subject, however, to the requirement that the election of a "personal day" must be given at least ten (10) days in advance to the Chief of Police. A police officer who is unable to use his "personal days" shall, at the Borough's option be allowed to carry them over into the following year or to be paid for the said unused days in lump sum by separate check in the last pay in December.

ARTICLE XVI
PAYMENTS ON ACCOUNT OF CERTAIN
UNUSED BENEFITS FOR FULL-TIME OFFICERS

1. Upon termination of service for any reason, including without limitation, normal retirement, disability retirement or death during service, and excepting only dismissal for misconduct, the Borough will pay to a police officer or his spouse or beneficiary on the normal

biweekly payroll date at the police officer's current rate of pay, (basic pay and longevity), the following:

- a. All unused current and accumulated sick leave up to ninety (90) days, at the rate of one (1) day's pay for every two (2) days of unused sick leave; for accumulated, unused sick leave in excess of ninety (90) days, at the rate of one (1) day's pay for every one (1) day of unused sick leave. PROVIDED, however, that the Officer has not theretofore been paid in any other manner for those unused accumulated sick days.
- b. All unused vacation time;
- c. Payment in lieu of holidays and provided in Article XV, paragraph 7, to the extent of one (1) day for each month or part of a month of service provided during the current year. (e.g., an officer who retires on August 10 of any year will receive under this paragraph, nine (9) days or seventy-two (72) hours as compensation in lieu of holidays;
- d. Unused personal days.

2. A bonus shall be payable to a police officer which will be added to the second payroll check in January of each year for unused sick leave, when on December 31, such officer has to his credit over ninety (90) days of accumulated and current sick leave. The bonus will be one (1) day's pay for each two (2) days over ninety (90) as of December 31. Such bonus payment will be at the police officer's current rate of base pay plus longevity.

ARTICLE XVII LEAVE IN THE EVENT OF FAMILY DEATH

The Borough agrees that each full-time officer shall be entitled to leave upon the death of a member of the officer's immediate family. Such leave shall not exceed five (5) days and shall be granted only when the officer is able to, and does in fact, attend the family member's funeral. "Immediate family" shall be interpreted to mean, spouse, parent, child, parent-in-law, son-in-law, and daughter-in-law. Four (4) days' leave will be granted for the death of a brother, sister, grandparent or grandchild. No leave will be granted for the death of any other relation including cousins, aunts, uncles, etc.

ARTICLE XVIII
LIFE INSURANCE

The Borough shall provide each full-time officer after ninety (90) days of employment as a full-time officer with a life insurance policy in the amount of two (2) times annual earnings as defined and determined by the insurance policy for each covered employee not to exceed \$250,000.00. Such policy or provision shall provide for payment upon the death of the said police officer to his nominated beneficiary.

ARTICLE XIX
CLOTHING AND EQUIPMENT ALLOWANCE

1. Each full-time officer shall be entitled to a clothing allowance and equipment allowance (hereinafter "allowance"). The allowance shall be as follows:

2020 - \$750;

2021 - \$800;

2022 - \$850;

2023 - \$900

The allowance shall be used for replacement of any designated item of uniform or equipment. This allowance may also be used for maintenance of any designated item of uniform or equipment. Unused allowance may be accumulated from year to year up to a maximum accumulation of Nine Hundred Dollars (\$900.00). The amount of this accumulation shall not affect entitlement to the annual allowance.

The Borough agrees to purchase every five years a "Bullet Proof Vest" for each police officer. The type of vest will be determined by the Borough with input from the Police Chief.

2. Each part-time officer shall be entitled to an annual clothing and equipment allowance of Three Hundred Dollars (\$300.00) and shall be entitled to accumulate his/her unused allowance up to a maximum of Five Hundred Forty Dollars (\$540.00).

3. If the employee is off work, the uniform allowance shall be pro-rata reduced each month, e.g., one-twelfth (1/12) of the entitlement shall be deducted if the employee is off work thirty (30) days, two-twelfths (2/12) of the entitlement shall be deducted if the employee is off work for sixty (60) days, etc.. However, this provision shall not apply to any employee who incurs a work-related workers compensable injury on the job.

4. In order to obtain either the annual or any accumulated allowance, a purchase order must be obtained from the Chief of Police.

- a. To purchase an article of the designated uniform or equipment, and/or
- b. To use for maintenance by policemen who shall thereafter promptly present all bills for such purchases and/or maintenance to the Chief of Police.

5. In order to obtain the allowance for the purchase of the approved duty firearm, a purchase order must be obtained from the Chief of Police. The firearm shall be purchased by the Borough out of the police officer's allowance, but shall belong to, and shall be the property of the individual police officer. In no event shall the allowance be used by any police officer to purchase an additional firearm, unless the original firearm is lost, stolen or is no longer serviceable.

6. In order to obtain the allowance for the purchase of an approved off-duty firearm, a purchase order must be obtained from the Chief of Police. The type of firearm shall conform to the Rules and Regulations of the Munhall Police Department and require the approval of the Chief of Police; such approval will not be unreasonably withheld. The firearm shall be purchased by the Borough out of the officer's allowance, but shall belong to, and be the property of the individual police officer. In no event shall the allowance be used by any police officer to purchase an additional off-duty firearm, unless the original firearm is lost, stolen or is no longer serviceable.

7. In the event that the Borough shall designate a new uniform, the Borough shall provide two (2) such uniforms to each officer without deduction from the allowance.

ARTICLE XX
LOCAL ORDINANCE ENFORCEMENT

The Borough agrees that the enforcement of all laws, statutes and ordinances shall be under the direction and control of the Police Department and the Chief of Police and the Mayor. However, the Borough shall and may also enforce Ordinances through the efforts of a Code Enforcement Officer and Zoning Officer or any other Borough official of its choice.

ARTICLE XXI
PRIVATE DUTY ASSIGNMENTS - FOR ALL OFFICERS

1. "Private Duty Assignments" are defined as police assignments during off-duty hours made by the Borough at the request of third persons who pay for the same. Examples of private duty assignments including without limitation, crowd control for the Steel Valley School District, and events held at William (Gummy) W. Knight Memorial Field, etc.

2. All private duty assignments shall be approved in writing by the Mayor or the Chief of Police.

3. While performing such private duty assignments, all police officers shall be deemed to be in the employment of and under the control of the Munhall Police Department, and subject to the regular authority of Munhall Borough.

4. In the event that a private duty assignment is cancelled for any reason, a police officer receiving less than four (4) hours notice of the cancellation shall be paid for two (2) hours compensation.

5. The Borough shall attempt to equalize private duty assignments among all policemen. The Borough shall seek to obtain volunteers for the performance of private duty assignments. In the event that sufficient volunteers are not available, the Borough shall have the right to assign such work on a non-volunteer basis by rotation. Non-volunteer work assigned shall commence in the inverse of order of seniority.

6. The Borough shall maintain and post in conspicuous place a "Private Duty Assignment Board." The procedure for making private duty assignments among the policemen shall be the same as those set forth in Article V, Paragraphs 9 through 11 hereof.

7. Private duty charges to third parties shall be determined and set by the Borough. Officers shall be assigned duty and paid for a 4 hour minimum period at the following rates: School, Church or Charity - \$125.00 for a 4 hour shift; Private company or others - \$67.00/hour (Captain's rate). Borough can set charge to include additional amount to cover its expenses. Amounts subject to change and contractual wage increases.

ARTICLE XXII GRIEVANCES

1. A "Grievance" shall mean any difference or dispute between the Borough and any police officer with respect to the meaning, interpretation, claim of breach, or violation of any of the provisions of this Agreement including matters of discipline.

2. The proper parties to any grievances shall be the Borough and the collective bargaining representative of the policemen and/or any individual police officer. The bargaining unit will have an opportunity to appear with the grievant at all steps of the grievance procedure.

3. All grievances shall be resolved in the following manner: Notice in writing by the complaining party stating in detail the grievance shall be served on the other party, not more than six (6) weeks after occurrences of the matter forming the basis of the grievance, or not more than six (6) weeks after the person knew or reasonably should have known of the matter forming the grievance. Such notice shall include a designation of the person, named by the complaining party, authorized to discuss the grievance. Within ten (10) days, the other party shall name in writing a representative authorized to discuss the grievance. The two (2) appointed representatives shall immediately commence discussions for the purpose of resolving the grievance. In the event that the two representatives are unable to resolve a grievance to the satisfaction of all parties, within fifteen (15) days of the appointment of the second representative, the grievance shall be submitted to the American Arbitration Association if a

demand for hearing is made within this time period in writing to the American Arbitration Association. Either party may request a hearing. Either party may request the American Arbitration Association to submit a list of arbitrators pursuant to the voluntary rules of the American Arbitration Association and in conformity with Act 111 of 1968, P.L. 237; 43 P.S. 217.1. If a party fails to respond in a timely manner in any step it shall be deemed to be a denial and the grievance shall be processed to the next step of the grievance procedure.

The parties shall meet within seven (7) days of the receipt of said list of arbitrators for the purpose of selecting the arbitrator by alternating striking one name from each list, until only one name remains. The employer strikes the first name.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his decision within 30 days after the hearing. All of the time limits contained in this article may be extended by mutual agreement. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

4. The Arbitrator shall have no power to alter, amend, add to or subtract from any of the terms of this Agreement, or of any other arbitration awards, but shall determine only whether or not there has been a misinterpretation, misapplication, breach or violation of this Agreement and provide the remedy therefore. The arbitrator shall confine himself to the precise issues submitted for arbitration. The arbitrator has no authority to determine any other issues not submitted to him.

5. In all instances, the parties shall make a good faith attempt to resolve all grievances without going to the Arbitration. However, if it is found that the agreement is being repeatedly breached by the Borough, the Arbitrator may award such additional compensatory damages as it deems appropriate up to a maximum One Hundred Dollars (\$100.00) for each such repeated breach to compensate the grievant for the time and effort expended in processing the grievance. In the event there is more than one grievant in any grievance, the aforesaid sum shall be paid only once for any such grievance, to the grievant representative.

ARTICLE XXIII
MANAGEMENT PREROGATIVES AND RESIDUAL RIGHTS

1. The Borough, in accordance with applicable law, retains the right to manage all operations of the police department, including the right to direct and discipline the working force, and the right to plan, direct and/or control the operation of all equipment and other property of the police departments; excepting only as may be specifically limited by this Agreement, by Act 111, by the Pennsylvania Labor Relations Act and the Borough Code.

2. All existing benefits not modified by this Agreement are to remain in effect.

ARTICLE XXIV
MISCELLANEOUS

1. The Chief and any police officer required to use his or her private vehicle under assignment approved by the Chief of Police or the Mayor shall be entitled to reimbursement at the maximum rate per mile allowed by the Internal Revenue Service at that time. Payment under the provisions of this paragraph must first be approved by the Chief of Police or the Mayor.

2. The members of the Police Department acknowledge that the type of vehicle, and the equipping of vehicles used by the Police Department, shall be solely determined by the Borough. Provided, however, that all such vehicles shall continue to be equipped with air conditioning, unless consent is first obtained by the authorized representatives of the Police Department.

3. Nothing contained in this Agreement shall be deemed to impair the rights, remedies and obligations imposed upon and afforded to the parties by the Civil Service sections of the Borough Code.

4. Failure by either party to exercise any of their rights under this Agreement shall not be deemed a waiver of such rights.

5. The Borough agrees that in the event the opportunity arises for social security benefits to be provided to the members of the Police Department, it will negotiate with the Police

Department to have the members of the Department included in social security coverage. It is to be understood that the Borough shall, at the same time, have the right to negotiate the elimination of benefits, including changes in pension benefits, disability and/or survivor benefits that will be provided under the Social Security Act.

6. Jury Duty. A police officer called to serve on jury duty shall be permitted to so serve without being required to work in any twenty-four (24) hour day on which he so serves. The Borough will further pay any such police officer, during his term of jury service, the difference between what he is paid by the court, and the daily rate of his base annual wage.

7. Ammunition. Full-time and part-time officers will be issued (200 rounds) of ammunition annually, the type of ammunition to be determined by the Chief of Police. Issued ammunition shall be carried while on duty and must be used during required fire arms qualifications.

ARTICLE XXV PROFESSIONAL LIABILITY INSURANCE

The Borough at its sole cost shall provide each police officer with "false arrest and errors and omissions" insurance such as will save the officer harmless from the consequences of any such act(s) performed in good faith during the course of his duties for the Borough.

ARTICLE XXVI DRUG AND ALCOHOL TESTING

Attached as Appendix "A" is the Drug and Alcohol Testing Policy which is incorporated and made a part of this agreement.

ARTICLE XXVII RESIDENCY

All police officers shall be required to reside within or not more than twelve (12) air miles from the Munhall Borough Municipal Building. Officers hired shall be required to comply with the residency provision within six (6) months of completing their probationary period.


ARTICLE XXVIII
OFFICER BILL OF RIGHTS

1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
2. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to criminal charges, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
3. A police officer, whether a subject or a witness, must be informed of the nature of the interrogation at the outset of the interrogation.
4. If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interrogated police officer, without cost, upon request.
5. If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
6. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or an F.O.P. representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.
7. Unless agreed to by the officer, the Borough shall not make any public comment on the reason for any disciplinary action brought against the officer.

ARTICLE XXIX
DISTRIBUTION OF CONTRACT

The Borough shall make available to the police representative upon request, as quickly as possible, the terms of this Agreement, its attachments, and any other relevant materials including, but not limited to department policies, pension plans and ordinances, medical insurance plans, life insurance booklets and insurance policies.

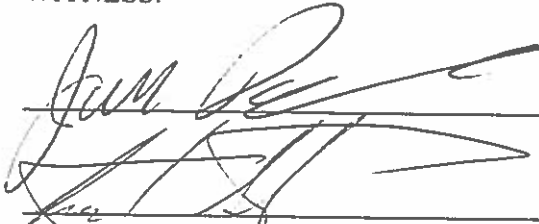
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26 day of NOVEMBER, 2019.

By 
Manager

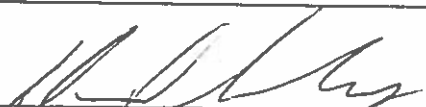
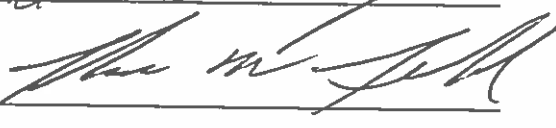
THE BOROUGH OF MUNHALL

By 
Rob Falce, President

WITNESS:


M M D Seem

THE MUNHALL POLICE WAGE
POLICY COMMITTEE

M M D Seem





Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Brandt Gribbin
Employee Benefits Service Representative: Susie Weinzierl
Employee Benefits Sales and Service Office: Pittsburgh

Policyholder: Borough of Munhall
Group Number: 163852

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Change Definition of Earnings to Prior year's W-2
No change to rate or renewal date

I request that the amendment become effective on 11/01/2019. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name:

Joseph M Varvoda
Authorized Representative

Title:

Borough Manager

Print Name:

Joseph M Varvoda

Date:

11-22-2019

GROUP POLICY AMENDMENT NO. 3

Attached to and made a part of Group Policy 163852-A issued to
Borough of Munhall as Policyholder.

Effective November 1, 2019, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Other Provisions portion of the Coverage Features is amended to provide the following:

Annual Earnings based on: IRS Form W-2. See **Definitions**.

2. The definition of Annual Earnings in the **Definitions** section is amended to read as follows:

Annual Earnings means 12 times your average monthly earnings from your Employer determined from your W-2 form for the preceding calendar year. If you do not have a W-2 form from the Employer for the preceding calendar year, Annual Earnings means your annual rate of earnings on your last full day of Active Work. Annual Earnings does not include stock options or stock bonuses even if reported on your W-2 form.

STANDARD INSURANCE COMPANY

By



Chairman, President and CEO



Corporate Secretary

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
P.O. Box 711
Portland Oregon 97207
(503) 321-7000

CERTIFICATE GROUP LIFE INSURANCE

Policyholder:	Borough of Munhall
Policy Number:	163852-A
Effective Date:	January 1, 2018

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit. The receipt of an Accelerated Benefit will reduce the amount of your Insurance under the Group Policy.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	163852-A
Type of Insurance Provided:	
Life Insurance:	Yes
Supplemental Life Insurance:	Not applicable
Dependents Life Insurance:	Not applicable
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	Borough of Munhall
Employer(s):	Borough of Munhall
Group Policy Effective Date:	January 1, 2018
Policy Issued in:	Pennsylvania

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:	You are a Member if you are one of the following:
	1. An active employee of the Employer who is regularly working at least 40 hours each week; or
	2. An employee of the Employer who retired under the Employer's retirement program.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:	
Class 1:	Active Members
Class 2:	Police Officers who retired prior to 12/31/2008
Class 3:	All other Retirees
Eligibility Waiting Period:	sYou are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence Of Insurability:

Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members eligible but not insured under the Prior Plan.

PREMIUM CONTRIBUTIONS

Life Insurance:

Noncontributory

AD&D Insurance:

Class 1: Noncontributory

Class 2 and 3: Not applicable

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

Class 1: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$250,000.

Class 2: \$12,500

Class 3: \$10,000

Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:

Class 1: If you are insured for Life Insurance, you are insured for AD&D Insurance. The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Class 2 and 3: None

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.

Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand, one foot or sight of one eye	50%
c. Two or more of the Losses listed in b. above	100%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Class 1 Life and AD&D Insurance:

Age Of Member	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

Class 2 and 3: Your insurance is not subject to reductions due to age.

OTHER BENEFITS

Waiver Of Premium:	Class 1: Yes
	Class 2 and 3: No
Accelerated Benefit:	Class 1: Yes
	Class 2 and 3: No

OTHER PROVISIONS

Limits on Right To Convert if
Group Policy terminates
or is amended:

Minimum Time Insured:	5 years
Maximum Conversion Amount:	\$2,000
Leave Of Absence Period:	60 days
Insurance Eligible For Portability:	If as a retired Member you are insured or eligible for insurance under the Group Policy, you are not eligible to buy portable group insurance coverage.
For you:	
Life Insurance	Yes
Minimum amount:	\$10,000
Maximum amount:	\$300,000
AD&D Insurance	Yes
Minimum amount:	\$10,000
Maximum amount:	\$300,000
Annual Earnings based on:	IRS Form W-2. See Definitions .

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

(i) The date you become eligible if you apply on or before that date.

(ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are covered as a retired Member; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
 - c. During the first 60 days of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
 - d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which meet all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
4. With respect to all other Losses, occurs within 365 days after the accident and is certified by a Physician in the appropriate specialty as determined by us.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
 3. Committing or attempting to commit a felony, or actively participating in a riot. Actively participating does not include being at the scene of a riot while performing your official duties or being a spectator.
 4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless prescribed by a Physician.
 5. Sickness existing at the time of the accident.
 6. Medical or surgical treatment for any of the above.
- F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date AD&D Insurance terminates under the Group Policy.
3. The date the last period ends for which a premium was paid for your AD&D Insurance.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert and Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.

4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
4. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
 - a. The amount in effect on the day before you become Totally Disabled; and
 - b. The amount in effect one year before the date you become Totally Disabled.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you have a Terminal Condition as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by a Physician of our choice. We also have the right to have you examined by a Physician of our choice for a second opinion.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 12 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

If you have assigned your rights under the Group Policy, and if the sum of the accrued interest and the Accelerated Benefit payment equals or exceeds the amount of your Insurance, no death benefit will be payable.

*The monthly average interest rate is determined each January 1, based on Moody's Corporate Bond Yield Average-Monthly Average Corporates as of the preceding October 31, or if that Average

is no longer published, a substantially similar average. If the rate for a calendar year is less than 1/2% higher than the rate for the previous calendar year, we will not increase the rate.

If the interest rate on January 1 is less than the interest rate for the previous year, we will decrease the interest rate accordingly.

The interest rate for the Accelerated Benefit will not exceed the maximum interest rate permitted by the regulations of the state in which the Group Policy is issued. You will be notified of the initial interest rate at the time you apply for the Accelerated Benefit. We will provide reasonable advance notification of any increase in the interest rate.

A benefit payment notice explaining the Accelerated Benefit and its effect on your remaining Insurance will be provided to you with the Accelerated Benefit payment.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

Terminal Condition means a medically determinable condition that is the result of an illness or injury.

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RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
 2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
 3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution; or
 - b. Payment of an Accelerated Benefit.
 4. You and your mean any person insured under the Group Policy.
- C. Limits On Right To Convert
- If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.
1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
 2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See **Coverage Features**.
- D. Notice Of Right To Convert
- You will receive a written Notice Of Right To Convert no later than 15 days before the end of the Conversion Period. If you do not receive notice, your Right To Convert will be extended until: (a) 15 days after notice is given, or (b) 60 days after the end of the initial 31 day Conversion Period, whichever is earlier. However, insurance will never continue beyond the initial 31 day Conversion Period.
- E. The Individual Policy
- You may select any form of individual life insurance policy we issue to persons of your age, except:
1. A term insurance policy;
 2. A universal life policy;
 3. A policy with disability, accidental death, or other additional benefits; or
 4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.
- The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.
- F. Death During The Conversion Period
- If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

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CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.

2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
 - d. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.
5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of your Spouse.
 - b. The parents of your Spouse.
 - c. The brothers and sisters of your Spouse.
 - d. Your estate.
6. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

- The Higher Education Benefit will be paid to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

- Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)

2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

2. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

If the Recipient does not wish the amount payable to be deposited into a Standard Secure Access checking account as described above, we will pay the amount payable in a lump sum upon the Recipient's request.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.PA.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless we have given you a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless we have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.PA.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or

3. Continue insurance under the Group Policy otherwise validly terminated.
- B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.
- C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means 12 times your average monthly earnings from your Employer determined from your W-2 form for the preceding calendar year. If you do not have a W-2 form from the Employer for the preceding calendar year, Annual Earnings means your annual rate of earnings on your last full day of Active Work. Annual Earnings does not include stock options or stock bonuses even if reported on your W-2 form.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild, if living in your home.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

(REG_WITH COM_NO STOCK) LI.DF.OT.5

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