

PACIFIC SERVICE EMPLOYEES DISABILITY PLAN

CONSTITUTION & BYLAWS

Current through: 07/18/2008

**PACIFIC SERVICE EMPLOYEES
DISABILITY PLAN**

**1390 Willow Pass Road, Suite 240
Concord, California 94520**

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RULES AND REGULATIONS OF PACIFIC SERVICE EMPLOYEES DISABILITY PLAN

1. Whenever a member becomes disabled, he must immediately notify the PSEBA Office. Before the first benefit payment can be made under the Plan, a Physician's Certificate in the form prescribed by the Administrative Officer, signed by a physician in good standing, shall be furnished to the Pacific Service Employees Benefit Association within 6 months of the date the member is first disabled. Additional certificates in the form prescribed by the Administrative Officer, signed by the physician attending the case, must be furnished upon request of the Administrative Officer. A member will not be entitled to benefits if claims are not submitted within 12 months of date the member is first disabled.
2. A member must at all times keep the Administrative Officer, 1390 Willow Pass Road, Concord, advised of any change of address. (See Article XII, Section 1 of Bylaws.)
3. Upon due proof of disability, the Administrative Officer is authorized, in lieu of the certificate of a physician in good standing required by Rule and Regulation Number 1, to accept (a) the signed certificate of a duly licensed and participating osteopath and/or chiropractor provided, however, the provisions of this paragraph notwithstanding, the Administrative Officer shall retain and possess the right, in his discretion, to require in any case such certificate or certificates of a physician in good standing as shall be necessary to establish the original and/or continued disability and the rights of a member claiming benefits under the Plan.
4. When a member has recovered from a disability and returned to work he must immediately notify the PSEBA stating the date of last day of disability.
5.
 - (a) In case of indefinite lay-off, if the actual time of lay-off does not exceed thirty (30) days, a suspended member may be reinstated by applying to and receiving the approval of the Administrative Officer, and paying the current month's contribution.
 - (b) In cases where the lay-off period extends for more than thirty (30) days, but does not exceed sixty (60) days, a suspended member may be reinstated by filling out an application for membership in the usual form, submitting the same for approval to the Administrative Officer, and paying the current month's contribution.
 - (c) In all cases where the lay-off period actually exceed sixty (60) days, a suspended member will be required to proceed in the same manner as a new applicant for membership, that is to say, such suspended member must fill out an application for membership in the usual form, await approval before such application shall become effective, and as provided in the Plan, shall not be entitled to benefits for disability occurring during the first thirty (30) days of membership, extending from the date the new application becomes effective.
 - (d) Members on leave of absence from the Company for periods in excess of ninety (90) days who apply for reinstatement, must proceed in the manner provided and be subject to the same conditions as are set forth in paragraph (c) hereof.

CONSTITUTION OF PACIFIC SERVICE EMPLOYEES MEMBER DISABILITY PLAN

ARTICLE 1

NAME, ORGANIZATION AND HEADQUARTERS

Section 1. The Pacific Service Employees Benefit Association, acting through its duly elected and constituted Board of Directors has associated itself with such members of the Pacific Service Employees Association as may join the same in the formation of this Plan, to be known as the "Pacific Service Employees Member Disability Plan." The headquarters of the Plan will be at the head office of the Association in the City of Concord, and County of Contra Costa, State of California. (*Resolution No. 209, 9/90*)

ARTICLE II

OBJECT OF THE DISABILITY PLAN

Section 1. The object of the Plan shall be to provide its members financial assistance when, by reason of sickness or of accidental injury members are continuously and wholly disabled and prevented from performing any and every kind of duty pertaining to their occupations; and to create, administer and maintain a fund to be used in the payment of all proper expenses and of benefits. (*Resolution No. 159, 1/82*)

ARTICLE III

TITLES

Section 1. In this Constitution, or in the Bylaws, unless otherwise qualified, the titles: "Company", "Association", "Board", "Plan", "Member", "Chairman", "President", "Administrative Officer", will be understood as meaning the Pacific Gas and Electric Corporation, its California subsidiaries and affiliates, or Pacific Service Employees Benefit Association, Board of Directors of said Association, Pacific Service Employees Disability Plan, members of the plan, the Chairman of the Association, the President of the Association and the Administrative Officer of the Plan.

ARTICLE IV

ELIGIBILITY TO MEMBERSHIP

Section 1. Subject to the provisions of this Constitution and of the Bylaws, any member of the Pacific Service Employees Association shall be eligible for membership in the Plan.

ARTICLE V
CONTROL AND ADMINISTRATION

Section 1. The Plan is in the executive charge and control of the Association acting through its Board.

Section 2. The Board shall have full and complete control of the operation and administration of the Plan and of the Benefit Fund, including all necessary power and authority to be exercised by it, or by the PSEA Administrative office of the Association, to invest or reinvest all or any part of the Benefit Fund not necessary for carrying on the current operations of the Plan; shall have and exercise all powers needful for the accomplishment of the purposes of the Plan, and shall meet upon such occasion and at such time and place as shall be determined by the President. Special meetings shall be held when called by the Secretary upon written request of the Chairman or six (6) members of the Board. At least forty-eight (48) hours' notice of such meetings shall be given. Six (6) members shall constitute a quorum for the transaction of business and no vacancy in the Board shall impair the right of the remaining members to exercise all powers of the Board.

Section 3. The PSEA Administrative office referred to in Section 2 of this Article shall have such power and authority to invest and reinvest moneys in the Benefit Fund as shall be conferred upon it by the resolution of the Board.

ARTICLE VI
OFFICERS

Section 1. The officers of the Plan shall be an Administrative Officer, a Treasurer and a Secretary, all of who shall be appointed by, and hold office at the pleasure of, the Board. The Board may appoint such other officers as it shall deem necessary, who shall have such authority and shall perform such duties as from time to time may prescribed by the Board. One person may hold more than one office.

Section 2. All employees of the Plan, other than the officers appointed by the Board, shall hold office at the pleasure of the officer appointing them.

Section 3. The Administrative Officer shall have such authority and shall perform such duties as from time to time may prescribed by the Board, or by this Plan.

Section 4. The Treasurer shall act as the financial agent for the Plan for the receipt and disbursement of its funds; shall safely keep and account for all moneys and funds that shall come into his hands, and shall deposit the same to the credit of the Plan, under the name "Pacific Service Employees Disability Plan", in such bank or banks or depository as the Board may designate; shall keep account of all receipts and disbursements, and whenever required by the Board, shall render a statement of his accounts; and shall do and perform such other duties as may from time to time be assigned to him by the Board. The Treasurer shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

All checks, drafts, or order for the payment of money shall be signed by the Plan Administrator or Assistant Administrator.

Section 5. The Secretary shall keep minutes of all meetings of the Board when it is transacting the business of the Plan; shall attend to the giving and serving of all notices; shall have charge of such books and papers as the Board may direct; shall in general perform all of the duties incident to the office of Secretary, subject to the control of the Board, and shall do and perform such other duties as may from time to time be assigned to him by the Board.

ARTICLE VII AMENDMENTS

Section 1. This Constitution may be changed, altered, or amended by an affirmative vote of two-thirds (2/3) of the entire Board. Any change so adopted shall be binding upon members of the Plan, and all persons claiming through them, from the date specified in the announcement thereof.

ARTICLE VIII INSTITUTION, SUSPENSION AND DISSOLUTION

Section 1. The Plan shall not become effective and unless and until there shall be on file with the Secretary duly and regularly approved applications for membership to the number of not less than one thousand five hundred (1,500).

Section 2. The Board, by an affirmative vote of two-thirds (2/3) of the entire Board, may, at its discretion, suspend or dissolve this Plan by giving at least thirty (30) days written notice to the members of its intention to suspend or dissolve the same. Benefits accrued at the time of suspension or dissolution of the Plan shall be paid in full, or in part, depending upon the condition of the Benefit Fund.

Section 3. In the event the Plan shall be finally dissolved, the Board is empowered, after defraying all liabilities, to dispose of all property of the Plan, including any moneys remaining in the Benefit Fund, in such manner as will best sub-serve the interest of members. Plan assets shall not inure to the benefit of any individual Director, Officer, or member. (*Resolution No. 179, 1/86*)

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BYLAWS OF PACIFIC SERVICE EMPLOYEES DISABILITY PLAN

ARTICLE 1

Section 1. Subject to the provisions of the Constitution and the Bylaws of the Plan, any member of the Pacific Service Employees Association in good standing who conforms to the Plan and its Rules and Regulations may, upon proper application, become a member of the Plan; provided that a member of the Pacific Service Employees Association in the employ of the Company more than two (2) years immediately preceding application for membership in the Plan, must pass a satisfactory medical examination before being admitted to membership in the Plan. *(Resolution No.16 Effective April 1976)*

Section 2. Membership in the Plan shall be based upon an application in substantially the following form:

Application for Membership in the Pacific Service Employees Disability Plan

I, the undersigned, now employed by the Pacific Gas and Electric Corporation, its domestic subsidiaries and affiliates, or Pacific Service Employees Association, and being a member in good standing in the Pacific Service Employees Association, do hereby apply for membership in the Disability Plan and consent and agree to be bound by the provisions of said Disability Plan and its rules and regulations now in force, and by any other rules or regulations of said Disability Plan hereafter adopted and in force during my membership. *(Resolution No.159 effective January 1982)*

I also agree, request and direct that said Company by its proper agents, and in the manner provided for in the Disability Plan, shall during my membership therein, deduct from any wages earned by me under employment by said Company and pay to the Treasurer of the Pacific Service Employees Benefit Association for the account of the Disability Plan the sum of five Dollars (\$5) per month as and for my voluntary contribution for the purpose of securing the benefits provided for in the Disability Plan for a member thereof. I also agree, request and direct the Company, acting for me and on my behalf, to pay the Treasurer of the Pacific Service Employees Benefit Association for the account of the Disability Plan any and all assessments duly and regularly levied by the Board of Directors in the same manner as I have directed the payment of my voluntary monthly contributions.

Should I desire to terminate my membership in the Disability Plan, I agree to notify the Secretary of the Disability Plan, or his designated agent, to this affect in writing at least thirty (30) days prior to the date upon which I desire my membership to terminate.

I agree that this application, upon approval, shall make me a member of the Disability Plan on and from the date specified in such approval, and that such membership shall not be voided by any change in the amounts deductible from my wages and payable to

the Disability Plan, and that the agreement that the above named amount shall be deducted from my wages shall apply also to any other amount (whether for contributions or assessments) which I may become obligated to pay pursuant to the provisions of the Disability Plan, or its rules and regulations now in force and effect or hereafter adopted.

I also agree, for myself and those claiming for or through me, to be governed by the provisions of the Disability Plan providing for the final and conclusive settlement of all claims and benefits, or controversies of whatever nature, by reference to the Administrative Officer, and an appeal from the decisions of said Administrative Officer, as in said Disability Plan provided, without recourse to a court of law or equity.

I certify that I am temperate in my true habits; that so far as I know, I am now in good health.

I also agree that any untrue or fraudulent statements made by me, or any concealment of facts in this application, or any attempt upon my part to defraud or impose upon said Disability Plan, or my resigning from or leaving the service of the Company, my being relieved or discharged therefrom, or pensioned, or my failure to be and remain a member in good standing in the Pacific Service Employees Association, shall forfeit my membership in the Disability Plan and any and all rights, benefits and equities arising therefrom.

Date _____ Signature of
Applicant _____

Contributions of \$5 monthly payable in advance by payroll deduction.

Section 3. Any applicant for membership whose physical defects would require his rejection may nevertheless be accepted, provided such applicant executes an agreement in writing to the effect that he shall not be entitled under such membership to any benefits for disability caused by, arising from or growing out of such defects; and such agreement shall be attached to and made a part of his application, and such modification of the prescribed form of application is hereby authorized. Existing waivers on Disability Plan members will be reviewed annually for consideration under the following policies:

1. That exclusions on conditions other than of a major chronic nature be rescinded if no absence has been caused in the preceding five years;
2. That exclusions be rescinded when surgery has been performed to correct conditions;
3. That all exclusions be rescinded where no absence has been caused in the preceding ten years.

(Resolution No. 208 Effective May 1990)

Section 4. No application for membership in the Plan shall become effective unless and until the same shall have been approved in the manner provided by the Board and such approval shall constitute election to membership. Notice of approval or disapproval of applications for membership shall be given to applicants by the Secretary or his designated agent.

Section 5. When a member resigns the service of the Company, or leaves the service without notice, or is discharged, or is pensioned, or ceases to be a member in good standing in the Pacific Service Employees Association, membership in the Plan thereupon automatically ceases and terminates, and such member shall not thereafter be entitled to any benefits whatsoever under the Plan.

Section 6. A member on leave of absence from the Company for a period in excess of ninety (90) consecutive days shall, during such leave of absence or continued absence from work, stand suspended from the Plan, provided, however, that the foregoing provisions of this paragraph shall not apply to members granted leave of absence by reason of sickness or accidental injury who, during such leave of absence do not engage in any gainful occupation. (*Resolution No.159 Effective January 1982*)

A member absent from duty as an employee of the Company for more than one day for other cause than sickness or accident, without leave of absence or temporary lay-off, may forfeit right to disability benefits.

A member laid-off by the Company indefinitely, or for a period in excess of thirty (30) days shall during the period of such lay-off, stand suspended from the Plan.

(Note: For regulations covering reinstatement, see Rules and Regulation.)

Section 7. Any member may withdraw from the Plan at the end of any calendar month upon giving thirty (30) days written notice to this effect, to the Secretary, or his designated agent.

Section 8. Any member failing to pay contributions by the tenth day of each month shall be notified of the delinquency by the Secretary, or his designated agent, and if said contributions are not paid within twenty (20) days after such notice, such member shall automatically stand suspended and shall cease to be a member until all arrears plus penalty shall have been paid. Once payment has been received, such member shall be re-instated at the same classification as before suspension occurred. (*Resolution No.285 Effective August 2003*)

Section 9. Any member who has received any benefits under this Plan and thereafter resigns from or whose membership in the Plan is terminated for non-payment of contributions or assessments shall not be permitted to again become a member unless and until all arrears and a penalty of Twenty Five Dollars (\$25) shall have been paid. (*Resolution No.286 Effective August 2003*)

Section 10. Any member detected in obtaining or attempting to obtain benefits fraudulently shall be expelled from the Plan by the Board. An expelled member shall not be permitted to again become a member of the Plan. Benefit claims will be paid under the provision of Article IV, Sections 3 and 5.

Section 11. For reasons deemed sufficient by the Board it may, by an affirmative vote of two-thirds (2/3) of the entire Board, terminate the membership of any member of the Plan, provided, however, that no such membership shall be terminated under this section while a member is disabled and receiving or entitled to receive benefits under the Plan for such disability. A member whose membership is terminated hereunder shall not be permitted to again become a member of the Plan.

ARTICLE II

ADMISSION FEE AND CONTRIBUTIONS

Section 1. Contributions in this Plan shall be Five Dollars (\$5) per member per month. Contributions of members shall begin to accrue on the date that membership applications take effect and shall be payable in advance on the first day of each calendar month. If not so paid, the contributions become delinquent.

Section 2. The word "contributions" whenever used in this Plan shall be construed to mean such designated portion of the wages payable by the Company to a member as such member shall have agreed in this application the Company should deduct from any wages earned under such employment and pay to the Treasurer of the Plan for the purpose of securing to such member the benefits of said Plan; or such cash payments as it may be necessary for a member to make for said purpose.

Section 3. The Board is empowered by an affirmative vote of two-thirds (2/3) of the entire Board, to increase or decrease the contributions specified in Section 2 of this Article, provided that no increase in the amount of contributions to be made by members shall become effective until the expiration of at least sixty (60) days from and after the day upon which such increase shall have been authorized by the Board. Written notice of any change in Section 2 of this Article increasing the amount of contributions shall be given to the members at least thirty (30) days prior to the effective date of such change.

ARTICLE III

ASSESSMENTS

Section 1. For the purpose of safeguarding the Plan and insuring the payment, so far as is possible, of the benefits herein provided, assessments may be levied, by the affirmative vote of two-thirds (2/3) of the entire Board. No assessments shall exceed Five Dollars (\$5) per member; nor shall more than three (3) assessments be levied during any fiscal year. Written notice of assessments shall be given to members at least thirty (30) days prior to the date upon which such assessments become due and payable.

ARTICLE IV

PAYMENT OF CONTRIBUTIONS AND ASSESSMENTS

Section 1. Contributions and assessments will, in accordance with the provisions of the membership application, ordinarily be deducted by the Company (acting for members and the Plan) from the member's wages on the payroll immediately preceding the date upon which such contributions and assessments are due and payable. Contributions and assessments collected by the Company will be paid to the Treasurer of the Plan.

Section 2. When a member has no wages due from the Company, any contributions or assessments due from such member must be paid in cash, in advance, to the Treasurer, or to his authorized agent, otherwise such member will be in arrears.

Section 3. If, through error, the contribution or assessment of a member is not deducted from such member's wages or salary by the Company, the fact that such

deduction has not been made shall not debar such member from benefits to which he would otherwise be entitled provided such omissions does not extend over three (3) months.

Section 4. Members are not relieved from paying contributions or assessments during periods of disability.

Section 5. No benefits whatsoever shall be paid for disability occurring or sickness contracted during the period a member failed to pay contributions or assessments in advance, or while such member is, for any reason, in arrears.

ARTICLE V BENEFITS

Section 1. Upon proof of disability, as hereinafter defined, a disabled member may receive disability benefits under the terms and conditions hereinafter specified, if such disability be not due to causes herein declared to disqualify such member from receiving benefits. (*Resolution No. 94 Effective August 1972*)

For the purpose of determining benefits payable under the membership is hereby divided into three (3) classes, namely, Class "A", Class "B", Class "C", respectively.

Class "A" members are those in the Plan less than five (5) years; Class "B" members are those in the Plan more than five (5) years, but less than ten (10) years; and Class "C" members are those in the Plan ten (10) years or more.

For disabilities commencing on and after January 1, 2006, benefits will be paid to members in the three several classes for the period and at the rates shown in the schedule following:

BENEFIT SCHEDULE

<u>Members in</u>	<u>Maximum Benefit Length</u>	<u>Waiting Period</u>	<u>Weekly Benefit Payment</u>
Class "A"	25 weeks	7 days	\$60
Class "B"	25 weeks	7 days	\$70
Class "C"	25 weeks	7 days	\$90

provided that no disability benefits will be paid to members of any class for the first seven (7) calendar days of disability, nor shall any member be entitled to receive benefits during the first thirty (30) days membership in the Plan. (*Effective January 1, 1986*)

Further, members must submit their claim statement within 6 months of the date the member is first disabled. A member will not be entitled to benefit payments if claims are not submitted within 12 months of the date the member is first disabled. .

Section 2. Members who are disabled as defined in Article V, Section 1 through 15, are entitled to benefits while receiving concurrent compensation for sick leave from the Company.

Section 3. A member who has received disability benefits for the full period specified in the table in Section 1 of this Article shall be entitled to no further benefits of any nature

whatsoever, unless and until such member shall have returned to, and been at work for the Company for a period of not less than fifteen (15) consecutive weeks which may include vacation time, funeral leave, jury duty or sick leave. *(Resolution No. 212 Effective May 1990, (Effective January 1, 1986)*

Section 4. If any member entitled to benefits and having drawn the same and returned to work for the Company is again disabled within a period of four (4) weeks (twenty-eight [28] days), such second disability shall (unless shown conclusively to have resulted from an entirely new and independent cause in which case the member's claim shall be treated in the manner set forth under Section 1 of this Article) be considered a continuance of the first disability, and the member shall be entitled to benefits from the first day of such further disability for such a number of days, or weeks only, as added to the previous term of disability during which benefits were actually paid shall total the number of weeks during which such member would, upon such first disability, have been entitled to receive benefits under the schedule set forth in Section 1 of this Article. *(Resolution No. 212 Effective May 1990)*

Section 5. Benefits on account of continued disability will be paid fortnightly. Benefits for short periods of disability will be paid as soon as the amount due can be ascertained.

Section 6. Benefits shall be payable only to the disabled member or in accordance with his written order, when approved by the Administrative Officer. When, in the opinion of the Administrative Officer, the member is legally incompetent, disability benefits due such member may, at the discretion of such officer, be paid to such member's spouse or to some other member of the family for the use and benefit of such member, and such payments shall be made a bar to any subsequent claim on the part of the member, or any person acting for such member, for amounts so paid. *(Resolution No. 212 Effective May 1990)*

Section 7. In order to preserve direct personal relations between the Plan and its disabled members, and that the latter may enjoy the benefits of the Plan, no assignment of any benefit will be permitted or recognized; and, if the right of any member entitled to benefits shall in any manner become alienated so that such member cannot receive the same, the obligation of the Plan to pay such benefit shall thereupon cease.

Section 8. If any member entitled to benefits shall be indebted to the Plan for contributions or assessments, the amount of such contributions or assessments shall be deducted by the Treasurer from any benefits due and payable.

Section 9. Benefits shall not be payable for disability directly or indirectly or partly due to unlawful acts on the part of the claimant, or to war to any act of war. In the absence of any other disabling condition, benefits for alcoholism recovery treatment will be paid for a period not to exceed thirty (30) days and an additional sixty (60) days of benefits could be provided if the referring physician certifies to the need for continued treatment. Benefits for drug-free treatment will be paid for a period not to exceed forty-five (45) days and an additional forty-five (45) days of benefits could be provided if the referring physician certifies to the need for continuing treatment.

Payment of this benefit is contingent upon the member being referred to an approved alcoholic or drug-free residential, out-patient or day treatment program, as well as any

substance abuse program which is approved by the medical coverage selected by the employee, provided by the Company.

Referral to an alcoholic recovery program, a drug-free program, or substance abuse program must be done by a physician, practitioner, or qualified psychologist.

(Resolution No. 231 Effective September 1991)

Section 10. Benefits for pregnancy will be paid under normal medical conditions, certified by a physician, four (4) weeks prior to estimated delivery date and six (6) weeks postpartum. Additional benefits may be available upon a physician's certification of disability to the mother. All benefit payments require the member to meet the requirements of a disability as defined in this Article. *(Resolution No. 212 Effective May 1990)*

Section 11. Members shall not be entitled to benefits if they decline to permit a physician appointed by the Administrative Officer or to have made by any other physician, or person, satisfactory to such Administrative Officer, such examination as may be deemed necessary to ascertain their condition when claiming disability.

(Resolution No. 212 Effective May 1990)

Section 12. The Board is empowered by an affirmative vote of two-thirds (2/3) of the entire Board, to increase or decrease the benefits provided in this Article, provided that no decrease in benefits to be paid members shall become effective until the lapse of at least sixty (60) days from and after the day upon which such decrease in benefits shall have been authorized by the Board. Written notice of any change decreasing the benefits shall be given members at least thirty (30) days prior to the effective date of such change.

Section 13. Members shall have no property in the several installments of disability benefits until the same shall have been paid. *(Resolution No. 212 Effective May 1990)*

ARTICLE VI

DISABILITY

Section 1. Whenever used in this Plan, or in any rules or regulations adopted by the Board, the word "disability" shall mean physical inability to perform regular and customary work by reason of sickness or of accidental injury, and the word "disabled" shall apply to members thus physically unable to perform their regular and customary work. *(Resolution No. 191, 7/87)*

Section 2. To entitle members to benefits for disability, notice of such disability must be given in the manner and within the time prescribed by the rules and regulations adopted by the Board and stated in Article V, Section 1, 2, 3, and 4. *(Resolution No. 210 Effective May 1990)*

Section 3. The Board shall have the right in all cases to require the certificate of a physician in good standing in regard to the disability on the part of any member; and such certificate must be furnished by and at the expense of the member. *(Resolution No. 191 Effective July 1987)*

ARTICLE VII

BENEFIT FUND

Section 1. The Benefit Fund will consist of admission fees, contributions, assessments, or penalties paid by members, income or profit from investments, donations and other moneys paid into the treasury of the Plan.

Section 2. The fiscal year of the Plan shall begin with the first day of January each year.

Section 3. The condition of the Benefit Fund and the close of each fiscal year shall be audited and reported on by a competent person or persons selected for that purpose by the President. A detailed report, including the receipts and disbursements, shall be prepared annually, and members may procure copies on application to the Administrative Officer.

Section 4. The Board may, in its discretion, apply any surplus of funds which the Plan may from time to time be found to possess to any use or purpose deemed beneficial to the Plan and its members.

ARTICLE VIII

FORFEITURE OF RIGHT, TITLE OR INTEREST IN BENEFIT FUND

Section 1. It being the aim and purpose of this Plan to provide benefits only for employees of the Company who are members in the Pacific Service Employees Association and to secure the benefits provided by the Bylaws of this Plan for its members at the current cost of same, it is hereby expressly declared that whenever the membership of any member in the Plan terminates, from any cause, such member and all persons claiming through such member, shall thereupon forfeit all right, title and interest, if any, in or to the Benefit Fund of the Plan and all right and claim to receive any benefits from the Plan, except that such members shall be entitled to receive as a refund, at the time of the termination of membership, that part of any advance payment which might have been made to cover a period subsequent to the calendar month in which such membership terminates.

ARTICLE IX

FORMS

Section 1. Forms of application for membership, forms for proof of disability, and all other forms and blanks required by the Administrative Officer, or the Plan hereunder, shall be prescribed and provided for by the Board. (*Resolution No. 210 Effective May 1990*)

ARTICLE X

RULES AND REGULATIONS

Section 1. The Board is empowered to establish all necessary rules and regulations for carrying this Plan into force and effect,

Section 2. Rules and regulations adopted by the Board shall, for all purposes, be deemed a part of these Bylaws as completely as though set forth at length herein, and shall be binding upon the members of the Plan.

Section 3. Each member shall be furnished with a printed Summary Sheet and an Annual Summary of this Plan. All rules and regulations adopted by the Board are on file at the Association Office and are available to any member upon request. (*Resolution No. 210 Effective May 1990*)

ARTICLE XI

DETERMINATION OF RIGHT AND BENEFITS AND APPEAL

Section 1. The Administrative Officer shall, in the first instance, determine the right of any member to benefits, and the decision of said Administrative Officer shall be final and binding upon the member, subject to the provisions of this Article.

Section 2. All questions or controversies of whatsoever character, arising in any manner, or between any parties or persons, in connection with the Plan or the operation thereof, whether as to any claim for benefits preferred by any member, or as to the construction of the language or meaning of the Plan or its rules or regulations; or as to any writing, decision, instructions or acts in connection with the operation of the Plan, shall be submitted to the Administrative Officer.

The Administrator will determine your right to Plan benefits. If your claim is denied, you will receive a full written explanation within a reasonable time. The explanation will contain:

1. reasons for the denial of the claim;
2. Plan provisions which apply to the denial;
3. a list of any material or information you may need to obtain approval of your claim-- and why the information is needed; and
4. an explanation of the claims procedure.

Within sixty (60) days after denial of the claim, you may request a full and fair view of the decision. You also have the right to examine related documents and to make

written statements you believe are appropriate. All such appeals shall be heard by an Appeal Board, consisting of three (3) members to be appointed by the Chairman of the Board. A final ruling will be made within sixty (60) days after you file a request for review. If you are still not satisfied, you may take legal action by serving process on the Administrator. *(Resolution No.120 Effective May 1990)*

ARTICLE XII

NOTICES

Section 1. Each member shall furnish his name, occupation and post office address to the Secretary; and all notices shall be deemed duly served when deposited in any United States post office, postage prepaid, addressed to the member for whom intended, according to the last address given the Secretary, or placed in company mail addressed to the member's company address. *(Effective May, 1990)*

ARTICLE XIII

AMENDMENTS, ETC.

Section 1. These Bylaws may be altered, amended, added to or repealed by an affirmative vote of two-thirds (2/3) of the entire Board.