

Oregon Essential Workforce Health Care Fund
AGREEMENT AND DECLARATION OF TRUST

Effective December 15, 2021

WITNESSETH:

WHEREAS, the Oregon Legislature passed SB 800 (2021 Regular Session) that amended ORS 731.036 to improve retention and recruitment of the long term care workforce by providing supplemental Medicaid payments, as approved by CMS, to companies, to be used by the companies to provide health care benefits to their facility employees;

WHEREAS, the SEIU Local 503 and the Employers (together “Trust Sponsors”) have agreed to establish this Oregon Essential Workforce Health Care Fund (“Fund”) to obtain Program funds for the health and wellness benefits of employees of the Employers.

WHEREAS, SB 800 provides for such supplemental Medicaid payments to any operator of a long term care facility licensed under ORS 441.020, a residential facility as defined in ORS 443.400, or an in-home care agency licensed under ORS 443.315 who also enters into a memorandum of understanding with the Oregon Health Authority that specifies how the supplemental payments will be used, agrees to participate in evidence-based workforce and quality of care improvements, and annually reports quality and other metrics;

WHEREAS, retention and recruitment efforts through health care coverage are intended to be additive to wage standards across the long term care industry;

WHEREAS, the Trust Sponsors are signatories to Collective Bargaining Agreements that provide for the establishment of the Oregon Essential Workforce Health Care Fund (“Fund”) and direct that the Fund provide health, wellness, and related benefits to eligible participants per such terms;

WHEREAS, the Trust Sponsors have appointed the initial Board of Trustees to serve as the named fiduciary of the Fund in accordance with this Trust;

WHEREAS, the Trust Sponsors intend this Trust to provide self-insured health benefits to a combination of employees and dependents that satisfies all of the conditions in ORS 731.036 Section 2(12) for an association or group of eligible employers, as defined in Section 1 of ORS 731.036, that receives funds;

WHEREAS, the Trust Sponsors intend this Trust to be qualified and exempt from taxation as provided under the Internal Revenue Code, as amended, and to be administered

following the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) and Section 302(c)(5) of the Taft-Hartley Act; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, the parties agree, and the Agreement and Declaration of Trust is hereby adopted as follows:

NOW, THEREFORE, the Agreement and Declaration of Trust is hereby adopted to read as follows.

ARTICLE I
DEFINITION OF TERMS

1.1 “Administrator” means the Board of Trustees.

1.2 “Administrative Manager” means the persons or entity retained by the Board of Trustees to provide day-to-day services in connection with the administration of the Plan and the Fund.

1.3 “Agreement” means this Agreement and Declaration of Trust, as amended from time to time.

1.4 “Board of Trustees” or “Trustees” means those persons designated per Article III of this Agreement.

1.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provision of any legislation which amends, supplements, or replaces such section or subsection.

1.6 “Collective Bargaining Agreement” means an agreement or agreements between Local 503 and any Employer association or Employer that provides for the making of Employer Contributions to the Fund, and any extension or renewal of any of said agreement that provides for making of Employer Contributions to the Fund.

1.7 “Contributions” means the money paid or payable to the Fund by an Employer pursuant to a Collective Bargaining Agreement with Local 503, a Participation Agreement between the Employer and the Fund, or other written agreement under applicable law.

1.8 “Dependent” means dependent as defined in the Plan.

1.9 “Employee” means any person covered by a Collective Bargaining Agreement between an Employer and Local 503 or a Participation Agreement between the Employer and the Fund and who is engaged in employment with respect to which the Employer is obligated to make contributions to the Fund.

1.10 “Employer” means any employer that is required by a Collective Bargaining Agreement or a Participation Agreement to make Contributions to the Fund and be bound to this Agreement and that has been accepted as a Participant by the Board of Trustees.

1.11 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.12 “Fund” means the Oregon Essential Workforce Health Care Fund established and maintained pursuant to this Agreement, as amended from time to time.

1.13 “Local 503” means Service Employees International Union Local 503, OPEU.

1.14 “Named Fiduciary” of the Trust means the Board of Trustees. In addition, any person or entity specifically appointed by the Board of Trustees in a resolution signed by at least one Union Trustee and one Employer Trustee designating that person’s or entity’s authority and responsibility as a named fiduciary shall be a named fiduciary if such person or entity accepts such appointment in writing.

1.15 “Participant” shall mean the definition of the term specified in the Plan.

1.16 “Participation Agreement” shall mean a written participation agreement between the Fund and an Employer with a Collective Bargaining Agreement with Local 503 requiring Contributions to the Fund for its bargained employees that requires the Employer to make Contributions to the Fund for its non-bargained employees and meets the other terms required by the Fund.

1.17 “Plan” means the written description of health and wellness benefits available under the Trust, established and maintained under the Fund pursuant to this Agreement, as amended from time to time.

1.18 “Special Agreement” shall mean a written participation agreement between the Fund and an Employer without a Collective Bargaining Agreement with Local 503 that requires the Employer to make Contributions to the Fund for its non-bargained employees.

1.19 “State Program” means the Oregon Essential Workforce Health Care Program (SB 800; ORS 731.036).

1.20 “Trust” shall mean the assets of the Fund and shall include the corpus and earnings, appreciations, or additions thereon and thereto, held by the Board of Trustees for the purposes set forth in this Agreement and the Plan.

1.21 “Trust Sponsor” shall mean the Employers (i.e., Avamere, Dakavia, EmpRes, and Prestige) and Union that initially established the Fund under this Trust Agreement.

1.22 “Union” means Service Employees International Union Local 503, OPEU (“Local 503”).

ARTICLE II
NAME AND PURPOSE

2.1 There is hereby established a Trust to be known as the Oregon Essential Workforce Health Care Fund, which shall consist of all Contributions required by Collective Bargaining Agreements, Participation Agreements and Special Agreements to be made for the establishment and maintenance of the Plan, and all interest, income, and other returns thereon of any kind whatsoever.

2.2 The purpose of this Trust shall be to: (1) offer self-insured health care benefits to Employees of Employers that receive supplemental payments under the Program and any subsequent equivalent, and (2) provide health care, wellness and related benefits to eligible Participants and their Beneficiaries in the amounts and under the conditions as specified in the Plan. The Union and the Employers will use best efforts within the legal framework of this Trust to adopt a detailed plan for the Fund's operation, including establishing specific objectives, performance benchmarks, and expected outcomes. The Fund's programs shall be designed to meet the health care benefit and related permissible benefit needs of Participants. The Trust is established for the exclusive purpose of providing certain health and related benefits to Participants and their Beneficiaries under the Plan and shall further provide the means for financing and maintaining the operation and administration of the Trust and the Plan per this Agreement, the Plan, and applicable law.

2.3 To the extent permitted by law, the Board shall use best efforts to identify and secure contribution opportunities available from public and private sources to supplement contributions from the Employers and to identify and realize opportunity to deliver additional funds for approved Fund activity.

ARTICLE III
TRUSTEES

3.1 The Fund shall be administered by the Board of Trustees. The authorized number of members of the Board of Trustees shall be no fewer than eight (8) nor more than twenty (20). The initial Board of Trustees shall consist of four (4) Union Trustees and four (4) Employer Trustees. At all times, the Union and each Trust Sponsor as of the Effective Date shall have a representative on the Board of Trustees as long as such Employer makes Contributions to the Fund. At all times, the Union and the Employers will have an equal number of Board of Trustees ("Union Trustees" and "Employer Trustees"), which they shall appoint per this Agreement. Only Employers who are a party in a Collective Bargaining Agreement with Local 503 have the power to appoint and remove Employer Trustees. As such, Employers who qualify to participate in the Fund solely by a Special Agreement cannot appoint or remove Employer Trustees under this Article III. Whether an Employer or union

that is not a Trust Sponsor has a representative on the Board of Trustees shall be determined by the current Board by the unit voting described in Article 4.4.

3.2 The initial Board of Trustees shall consist of the following Union Trustees and Employer Trustees:

Union Trustees

Melissa Unger
Emily Sokolski
Evan Paster
Sean Staub

Employer Trustees

Cindy Cour
Ryan Delamarter
Kent Emry
Andrew Loomis

3.3 Each Trustee shall consent to and accept this appointment as Trustee in writing. The Board of Trustees is the Named Fiduciary of the Fund, which shall have exclusive authority and discretion acting as the Board of Trustees as herein provided, to control and manage the operation and administration of the Fund and the Plan. Each of the Trustees shall expressly accept designation as a fiduciary and as Trustee by written acceptance and assume the Trustees' duties, responsibilities, and obligations as created and established by this Trust Agreement and under applicable law. Any Trustee named hereafter shall do likewise by signing a written acceptance thereof, in a form approved by and filed with the Board of Trustees.

3.4 Each Trustee shall continue to serve during the existence of this Agreement and the Plan until the earlier of their death, incapacity, resignation, or removal.

3.5 (a) If any Union Trustee shall be disqualified, die, become incapable of acting hereunder, resign, or be removed, a successor Union Trustee shall immediately be appointed in a writing filed by Union Executive Director.

(b) If any Employer Trustee shall be disqualified, die, become incapable of acting hereunder, resign, or be removed, a successor Employer Trustee shall immediately be appointed by the Employer that appointed such Employer Trustee, provided that such Employer continues to qualify per Section 3.1. If such Employer no longer employs employees covered by a Collective Bargaining Agreement with Local 503 as of the successor Trustee appointment date. In that case, the replacement Employer Trustee shall be appointed by the largest Employer, measured by total contributions paid to the Fund under a Collective Bargaining Agreement for the prior Plan Year, that does not have an appointed Employer Trustee then currently serving; provided that such Employer contributed, measured by total contributions paid to the Fund under a Collective Bargaining Agreement for the prior Plan Year, fifteen percent (15%) or more of the total contributions.

3.6 If a Trustee chooses to resign, they must give thirty (30) days' advance written notice to the Board's Chairperson and Secretary of their desire to resign as a Trustee. Such notice shall set forth the date on which the Trustee wishes the resignation to become effective. In no event shall the effective date of the resignation be less than thirty (30) days after the date that the notice of resignation is sent to the Board's Chairperson and Secretary, unless either a majority of the remaining Trustees agree to allow an earlier resignation or a successor Trustee has already been appointed, in which case, the resignation shall take effect immediately upon the appointment of the successor Trustee. The Secretary shall promptly notify in writing the Trustees, the Employers, and Union of such resignation.

3.7 Any Employer Trustee may be removed from office at any time, for any reason, by a written notice, signed by the Employer with a Collective Bargaining Agreement that appointed the Trustee, sent to the Secretary. Any Union Trustee may be removed from office at any time, for any reason, by a written notice signed by the Union's Executive Director. The Secretary shall promptly notify in writing all Trustees, including the Trustee being removed, the Employers, and the Union. However, any notice of removal under this Section shall not become effective unless it contains the name and written acceptance of the person designated to fill the vacancy created by the removal.

3.8 (a) There is a duty to fill all vacancies promptly. Accordingly, any Employer Trustee vacancy shall be filled by the respective applicable Employer if still participating in the Fund under a Collective Bargaining Agreement within thirty (30) days from the date the vacancy began, and any Union Trustee vacancy shall be filled by Local 503 within thirty (30) days from the date any such vacancy began. If an Employer terminates participation in the Fund by eliminating the requirement contained in a Collective Bargaining Agreement with Local 503, the Employer Trustee appointed by such Employer shall automatically be removed as a Trustee upon the effective date of the Collective Bargaining Agreement's Fund participation requirement termination, provided that such removal shall not take effect until there is a sufficient number of Employer Trustees to form a quorum. At that time, the number of Union Trustees shall be reduced to equal the number of then serving Employer Trustees.

(b) If either the Employers or the Union fail to fill a vacancy within the thirty (30) day period described above, then a majority of the then serving Union or Employer Trustees, as the case may be, shall have the right to fill such vacancy by an instrument in writing signed by the said majority. Following such an event, any such successor Union Trustee may be removed by Local 503 and any such successor Employer Trustee may be removed by the applicable Employer. However, such removal must be by an instrument in writing. To be effective to accomplish any such removal, such written instrument must identify the person being appointed to fill the vacancy caused by the removal, together with such person's written acceptance. In the event of such removal or continued vacancy for more than ninety (90) days, the Board of Trustees may petition any court of appropriate jurisdiction for the appointment of a successor Trustee.

3.9 Any instrument of removal, or instrument of removal and appointment of a Trustee, together with the written acceptance, shall be effective when duly sent to the Board's Chairperson and Secretary.

3.10 Any Trustee shall, immediately upon appointment as Trustee, and upon the acceptance of the appointment in writing, become vested with all the property, writings, powers, and duties of a Trustee hereunder, and notice of such appointment shall be given, by the Board's Chairperson and Secretary, to any bank used as a Trust depository and any other institution or person holding or managing any of the Fund's property or assets.

3.11 Pending appointment of a successor Trustee under this Article, subject to the provisions of Article IV, no vacancy in the Board of Trustees shall impair the power of the remaining Trustees to administer the Fund.

3.12 It is the intent of the Union and the Employers that an equal number of Employer and Union Trustees shall administer the Fund at all times and, therefore, a successor Trustee shall forthwith be designated in the manner described in this Article.

ARTICLE IV **Organization and Operation of the Board of Trustees**

4.1 (a) The Board of Trustees shall meet whenever necessary to administer the Fund in person, or by means of telephone, web-based conferencing, or similar communication systems as long as all persons participating in the meetings can hear or read each other's comments within the time period designated for the meeting and such participation shall constitute presence in person at the meeting. There shall be at least one (1) regular meeting of the Board of Trustees per calendar year. Any regular meeting of the Board of Trustees shall be held at such time and place as the Chairperson and Secretary agree. Written notice and agenda, together with pertinent materials available, shall be sent out before each meeting no less than five (5) or more than forty (40) days before such scheduled date. Trustees are expected to attend at least seventy percent (70%) of their regularly scheduled Board of Trustee meetings. The Secretary shall maintain a written record of attendance for all Board meetings.

(b) Special meetings may be called at any time or place whenever called by either the Chairperson, or Secretary. Also, special meetings shall be called within fourteen (14) days of receipt of a written request of at least one-third (1/3rd) of the voting members of the Board of Trustees. Special meetings will be held upon no less than five (5) days' notice to each Trustee by first class mail or forty-eight (48) hours' notice to each Trustee delivered personally or by electronic means, or such lesser notice as unanimously agreed upon by the Board. The notice of the special meeting shall set forth the matters to be considered. The attendance of a Trustee at any meeting will constitute a waiver of meeting notice, except where a Trustee attends a meeting solely to object to the transaction of any business because the meeting is not lawfully called or convened.

(c) Meetings of the Board also may be held at any time without notice if all of the Trustees consent to it in writing.

4.2 The Board shall select one of their number to act as Chairperson of the Board and one to act as Secretary, to serve for such period as the Board shall determine. When the Chairperson is selected from among the Union Trustees, the Secretary shall be chosen from

among the Employer Trustees, and vice versa.

4.3 The presence in person of at least two (2) voting Union Trustees and a majority of voting Employer Trustees then in office will constitute a quorum for the transaction of business at any meeting of the Board; provided that, if less than that number of Trustees is present at such meeting, a majority of the voting Trustees present may adjourn the meeting from time to time without further notice. A quorum of the Board shall entitle the Board to act as the Named Fiduciary under ERISA. Notwithstanding the previous provisions of this Section 4.3, the Trustees present at a duly called or held meeting at which a quorum is initially present may continue to transact business until adjournment notwithstanding the withdrawal of enough Trustees to leave less than a quorum, so long as any action taken is subsequently promptly approved in writing by at least a majority of the Trustees required to constitute a quorum for such meeting.

4.4 Decisions of the Board of Trustees shall be made by unit voting, with Union Trustees collectively casting one (1) vote and Employer Trustees collectively casting one (1) vote. Any decision of the Board that binds the Union and All Employers will therefore require two (2) affirmative votes.

4.5 Any Union or Employer Trustee may, by written authorization, empower another Union or Employer Trustee, as the case may be, to cast a vote on their behalf at any meeting of the Trustees. The Board can depend upon the verbal declaration of any Union or Employer Trustee at any meeting that such Trustee is exercising the unrevoked proxy of another Trustee, subject to written confirmation by the other Trustee. A Trustee may revoke a proxy by attending the meeting and voting in-person or revoking the prior oral or written proxy.

4.6 Any action required or permitted by the Board may be taken without a meeting if all Trustees shall consent in writing to such action. Such written consents may be by physical or electronic signature or via reply from the email address on file for the Trustee and shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the Trustees' unanimous vote.

4.7 In exercising the authority of the Board to enter into any documents, instruments, contracts or agreements, two (2) Trustees, the Chairperson and the Secretary, shall jointly have authority to execute such documents, instruments, contracts, or agreements on behalf of the Board, binding the Fund, pursuant to a resolution of the Board authorizing such execution.

ARTICLE V
Management and Administration of the Trust
and the Plan

5.1 The Board of Trustees acting jointly shall have the power to control and manage the assets, operations, and administration of the Fund and the Plan as the Named Fiduciary and shall exercise such authority with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent Board acting in a like capacity and

familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that the Board may delegate fiduciary responsibilities to an independent fiduciary or to specified Trustees and to designate persons other than the Trustees to carry out fiduciary responsibilities as provided in this Agreement. All decisions and acts of the Board shall be accorded the maximum deference permitted by law.

5.2 In operating and administering the Fund, the powers, and duties of the Board, or its designee, shall include, but not be limited to, the following:

- (a) To delegate any administrative duties to an Administrative Manager.**
- (b) To delegate any administrative duties to any agent or employee of the Board.**
- (c) To administer this Agreement and the Plan for the exclusive benefit of the Eligible Participants.**
- (d) To establish the policies and the rules under which this Agreement and the Plan are to be operated and administered, including rules relating to the collection of Contributions and other payments, and amend such from time to time as necessary or appropriate; provided, however, that such rules cannot conflict with the Employer's Collective Bargaining Agreement then in effect.**
- (e) Subject to the terms of the Plan, to formulate and establish the conditions of eligibility for the provisions and payment of benefits and formulate all other provisions that may be required or necessary to carry out the intent and purpose of this Agreement and Plan, and amend them from time to time, as necessary or appropriate.**
- (f) To provide for payments of benefits to persons eligible to receive benefits as determined by the Board under the procedures in this Agreement, the Plan, and any rules promulgated by the Board.**
- (g) To administer any claims and appeals procedure outlined in the Plan.**
- (h) To receive and collect all Contributions and other amounts due to and payable to the Trust. In so doing, the Board, in its sole discretion, shall have the right to maintain all actions and legal proceedings necessary for the collection of the Contributions or payments provided for and required and the right to prosecute, defend, compromise, settle, abandon or adjust, any such actions, suits, proceedings, disputes or claims. In addition, the Board has the power and authority to pay and provide for the payment of all reasonable and necessary expenses of collecting the Contributions or payments, and the power and authority to establish rules and regulations setting forth the method of collection of Contributions and payments, and when such matters should be settled or compromised.**
- (i) To decide, if the Board so chooses, to purchase insurance or enter into contracts, and to retain, administer, surrender or assign any such insurance or contracts and to pay the premiums thereon and to exercise all of the rights, provisions, and options in any such insurance policies or contracts. For example, such insurance may include fiduciary**

liability insurance for the Trustees or Fund employees and agents.

(j) To deposit any funds received by the Trust with such Corporate Custodian or Corporate Trustee as the Board may designate for that purpose; provided, however, that the Board may maintain accounts in such bank or banks or savings institutions as it deems appropriate for the administration of the Agreement and the Plan, provided that any depository bank or banks or savings institution shall be a member of, or insured by, a federal deposit insurance program. Deposits of any funds received by the Trust may be made in interest-bearing or non-interest-bearing accounts. The withdrawal of funds from the Corporate Custodian or Corporate Trustee (or from a designated depository bank or banks or savings institution) shall be made only by check, electronic funds transfer, or other withdrawal form signed manually or by facsimile by both the Chairperson and the Secretary, except that the Board may delegate authority to sign checks to an Administrative Manager.

(k) To employ, pay and provide for the payment of all reasonable expenses that may be incurred in connection with the establishment and operation of the Fund, such as, but not necessarily limited to, expenses for the employment of administrative, legal, expert, and clerical assistance, consulting services, the purchase or lease of premises to be used and occupied by the Fund, the expenses of any meeting of the Board, the purchase or the lease of such materials, supplies and equipment as the Board, in its discretion, find necessary or appropriate in the exercising of their rights and duties as Trustees, the costs of collections or any arbitration or legal proceeding, if required, and the costs and expenses of attendance by the Trustees, or any member of the staff of the Fund at any educational conference, seminar or other meeting, when deemed by the Board, in its discretion, to be for the benefit of the Fund. To the extent consistent with applicable law, the Trustees shall have the right to enter into agreements with other funds under which expenses incurred in connection with the establishment and operation of the Fund and such other funds may be shared based on actual use with such other funds. Nothing in this section will prevent Local 503 or any Employer from seeking legal advice beyond the Fund Counsel. The Fund shall not bear the cost of such legal advice.

(l) To keep true and accurate books of account and records of all of the transactions of the Fund, including at least an annual valuation of the assets and liabilities of the Fund, and to have an audit made of all books and records by a certified public accountant at least annually, which report, in writing, of the certified public accountant shall be made available to interested parties as required by law, and also placed in the office of the Fund.

(m) To determine from time to time, subject to applicable law, at what time and places and under what conditions and regulations, the books of the Fund shall be open for inspection; except as otherwise limited by law, every Trustee shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Fund. This inspection by a Trustee may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents. In addition, an Employer or Local 503 may inspect any book or record of the Fund as authorized by resolution of the Board, or per such conditions and regulations, if any, as may be so prescribed from time to time by the Board, or as required by any applicable law, except to the extent subject to attorney-client or other similar privilege.

(n) To submit this Agreement and the Plan, and any amendments to either, for approval to the United States Treasury Department, Commissioner of Internal Revenue, so that it may be ruled to be qualified and exempt from taxation under the provisions of the Internal Revenue Code, as they exist or may be amended, to make whatever changes are, or may at any time be or become, necessary in this Agreement or the Plan, to receive and retain such approval of the Commissioner of Internal Revenue. If an appropriate agency or judicial tribunal of competent jurisdiction (whether or not the Employers, Local 503 or any Eligible Participant is party to the proceeding involved in such determination) finally determines, or any applicable tax law, regulation, ruling, or policy provides, that the Trust is not tax-exempt. In that event, then all parties hereto, individually and collectively, agree to take any action that may be necessary or desirable to merit and obtain and maintain such exemption.

(o) To construe the terms and provisions of this Agreement, the Plan, and all other supplementary rules or regulations. The construction adopted by the Board in good faith shall be binding upon the Employers, Local 503, and Participants and all other persons involved or affected to the maximum extent permitted by law.

(p) To merge the Fund with a similar plan, trust or fund or to transfer assets or liabilities to, or receive from, such a plan, trust or fund, following the same procedure for amending this Trust Agreement if such merger or transfer does not result in the loss of the tax-exempt status of the Fund, subject to applicable law.

(q) To prepare, execute, file, and retain a copy for the Fund records of all reports required by law or deemed by the Board necessary or appropriate for the proper administration and operation of the Fund.

(r) To prosecute, defend, compromise, settle, abandon, or adjust any suits, proceedings, arbitrations, disputes, or claims.

(s) To procure and maintain at the expense of the Fund such bonds as are required by law, together with such additional bonding or insurance coverage as the Board may determine, for the Board, employees of the Fund, any agents acting on behalf of or retained by the Board, and persons to whom fiduciary responsibilities have been delegated.

(t) To continue to have and exercise after the Plan's termination and until final distribution, all title, powers, discretions, rights, and duties conferred or imposed upon the Trustees hereunder or by law.

(u) To verify the accuracy of statements and information submitted by Employers and Eligible Participants on Contribution forms, claim forms, and otherwise. In furtherance of this right and duty, the duly appointed auditor for the Fund shall, upon request and subject to applicable law, be permitted to examine the pertinent payroll records to support the accuracy of Contributions paid to the Fund on behalf of any persons covered by a Collective Bargaining Agreement or Participation Agreement.

(v) To recover any payments or benefits that were incorrectly made or

provided from the Participant, beneficiary, or any third party that received payment of benefits concerning that Participant, including but not limited to, by offset against future benefits.

(w) To make, adopt, amend, or repeal rules and regulations not inconsistent with the terms of this Agreement, as the Trustees may deem necessary or desirable for carrying out this Trust; provided, however, that such rules and regulations cannot conflict with applicable law or the an Employer's Collective Bargaining Agreement or Participation Agreement then in effect (except to the extent required by applicable law).

(x) To perform and do all such actions and things that may be properly incidental to exercising the powers, rights, duties, and responsibilities of the Board.

5.3 (a) The Board shall have the exclusive control and authority over all matters relating to the investment and custody of assets of the Fund, including, without limitation, the power to adopt, amend and implement investment policies and objectives; to adopt and amend a proxy voting policy; to appoint or remove one or more Corporate Custodians, Corporate Trustees or investment managers; to select or terminate one or more investment vehicles; to allocate investment duties between one or more Corporate Trustees or Investment Managers; to determine and implement policies and objectives for assets of the Fund; to monitor the performance of Corporate Custodians, Corporate Trustees, and Investment Managers; and to select and remove other investment-related providers.

The Trustees may invest and reinvest of all or part of the principal and income of the Trust, without distinction between principal and income, in such securities or such property, real or personal, or share or part thereof, or part interest therein, wherever situated, as the Board shall deem advisable, including, but not limited to, governmental, corporate or personal obligations, shares of stock, common or preferred, whether or not listed on any exchange, participation in mutual investment funds, bonds, and mortgages, and other evidence of indebtedness or ownership, including stocks, bonds or other obligations, secured by personal property, participation in any common trust fund or pooled investment of fiduciary funds by a bank or trust company supervised by a state or federal agency or the trust's investment advisor. Assets of the Trust may be deposited in funds or accounts described in Sections 408(b)(4) and 408(b)(8) of ERISA. To the extent required by federal law, if the Trustees invest or reinvest in any common trust fund, the declaration of trust of such common trust fund shall be incorporated as part of this Trust. Investments and reinvestments may be made in such investments as would be made by a person with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, even though such investments may not be legal for trust funds under any state law.

(b) In addition to any power granted under any statute or other laws, such laws and statutes if necessary being incorporated herein by reference, the Board's powers shall include the power:

(1) To sell, exchange, convey, transfer, or otherwise dispose of the Fund's assets, at either public or private sale, at such time or times and on such terms and

conditions (including credit or otherwise) as it deems appropriate.

(2) To consent to or participate in any plan for the reorganization, consolidation, or merger of any entity, any security of which is held in the Fund, and to pay all calls and assessments imposed upon the owners of such securities as a condition of participating therein; and to consent to any contract, lease, mortgage, deed of trust, purchase or sale of property by or between such entity and any other entity or person.

(3) To vote or refrain from voting any proxies held in the Fund, to continue any investments in stocks, bonds, notes, or other securities or real or personal property which may at any time form part of the Fund, to exercise or dispose of any right it may have as the holder of any security, to convert the same into another or other securities, or to acquire additional security or securities, to make any payments, to exchange any security or to do any other act with reference thereto which it may deem advisable.

(4) To deposit any security with any protective reorganization committee, and to delegate to such committee such power and authority with relation thereto as the Board may deem proper, and to agree to pay out of the Fund such portion of the expenses and compensation of such committee as the Corporate Trustee or Investment Manager may deem proper.

(5) To execute and deliver any proxies or powers of attorney to such person or persons as the Board may deem proper, granting to such person such power and authority with relation to any property or securities at any time held in the Trust as it may deem proper.

(6) To borrow or raise money for the purposes of the Fund in such amount, and upon such terms and conditions as the Corporate Trustee or investment advisor shall deem advisable; and for any sum so borrowed to issue a promissory note of the Fund, and if the Board so decides, to secure the repayment thereof by creating a security interest in all or any part of the Trust; and no person lending such money shall be obligated to see that the money lent is applied to Fund purposes or to inquire into the validity, expedience or propriety of any such borrowing.

(7) To reserve and keep unproductive such amount of the Fund as the Board may determine to be advisable, without liability for interest on such amounts.

(8) To cause any securities held in the Trust to be registered and to carry such securities in the name of a nominee or nominees.

(9) To organize and form ancillary trusts or to appoint sub-Trustees or co-Trustees upon such terms as the Board deems advisable, to hold an asset of the Trust, giving to such ancillary, sub-trustee or co-trustee the power to exercise for such asset, any or all of the powers, functions, or duties set forth in this subsection (e) to be designated in the instrument establishing such ancillary trust or sub-trust, or in the instrument providing for the appointment of such co-trustee, and to pay the reasonable expenses and compensation of such co-trustees, ancillary trustees or sub-trustees.

(10) To take any action and perform any act on behalf of the Trust that the Board deems necessary or appropriate in connection with any asset of the Trust (and to commit the assets of the Trust with respect thereto), including but not limited to providing indemnification, guarantees, or deposits.

(11) To deposit any securities held in the Trust with a securities depository.

(12) To make, execute, acknowledge and deliver all documents of transfer and conveyance, including but not limited to deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any other instruments that may be necessary or appropriate to carry out the powers herein granted.

(13) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or any other modification or change in the terms of any mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust or the preservation of the value of the investment; or waive any default, whether in the performance of any covenant or conditions of any mortgage, or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bind in property on foreclosure, to take a deed in lieu of foreclosure with or without paying any consideration therefore, and in connection therewith to release the obligation on the bond secured by such mortgage and to exercise and enforce in any action, suit, or proceeding at law or in equity any rights or remedies in respect of any such mortgage or guarantee.

(14) To form a corporation or such other legal entity under the laws of any jurisdiction, participate in forming any such corporation or acquire an interest in or otherwise make use of any corporation already formed, to hold title to any property.

(15) To invest assets of the Fund in common or collective trust funds or pooled investment funds. To the extent required by applicable law, if any portion of the Fund is invested or reinvested in any common trust fund, the declaration of trust of such common trust fund shall be incorporated as part of this Trust.

(16) To establish and carry out a funding policy consistent with the purposes of the Plan and the requirements of applicable law, as may be appropriate from time to time. As part of such funding policy, the Board shall from time to time exercise its investment discretion, by itself or through an investment manager, to provide sufficient cash assets in an amount determined by the Board, under the funding policy then in effect, to be necessary to meet the liquidity requirements for the administration of the Fund. The Trustees shall endeavor to have income and Contributions meet expected liabilities.

(17) To admit to participation in this Agreement and Fund upon an affirmative unit vote, consistent with Section 4.4, of the Trustees presently serving and empowered to vote, voting in person or by proxy, any Employer, as defined in Section 1.10. The admission of a new Employer shall be acted upon only after such Employer fully satisfies

all Board conditions precedent established by the Board's affirmative vote, including receipt of each required written Agreement executed by such Employer.

(18) To perform and do all such actions and things that may be properly incidental to exercising the powers, rights, duties, and responsibilities of the Board.

ARTICLE VI
Liability of Trustees, Payment of Expenses

6.1 A Trustee or the Board shall be protected in acting in good faith upon any paper or document believed by a Trustee or the Board to be genuine and believed to have been made, executed, or delivered. So long as a Trustee or the Board commits no act of willful misconduct or gross negligence, a Trustee or the Board shall not be held personally liable for any liability or debts contracted by them as Trustees, or for any actions or failure to act of themselves as Trustees or of any person acting for them as Trustees, to the fullest extent allowed under ERISA.

6.2 The Trustees shall not be liable for the proper application of any part of the Trust or any other liability arising in connection with the administration or operation of the Fund, except as herein expressly provided, to the fullest extent allowed under ERISA.

6.3 The Board may designate legal counsel for the Fund. The Trustees shall be fully protected in acting and relying upon the advice of such legal counsel in the administration or application of the Fund, to the fullest extent allowed under applicable law.

6.4 The Board shall promulgate written policies regarding conflict of interest related to Trustees and salaried persons of the Fund. Such policies shall be consistent with the standard of conduct set forth in applicable law governing such Trust.

6.5 The Board may seek protection by any act or proceeding that they may deem necessary to settle their accounts; the Board may obtain a judicial determination or declaratory judgment as to any question of construction of the Agreement or Plan, or as to any act thereunder.

6.6 The Fund shall, to the maximum extent permitted by applicable law, indemnify any person who is a party or is threatened to be made a party to any civil, criminal, administrative, or investigative proceeding because such person is or was a Trustee, or employee of the Fund, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceedings, provided that all of the requirements for such indemnification are met and only to the extent that such liabilities are not covered by insurance. The Fund may purchase and maintain insurance providing coverage to any Trustee or employee of the Fund against such liability asserted against or incurred by such person in such capacity or arising out of such person's status. This right of indemnification shall continue after a Trustee is no longer a Trustee of the Fund for alleged acts or omissions that occurred while someone was a Trustee of the Fund.

6.7 The reasonable costs and expenses of any action, suit, investigation, claim or

proceeding brought by or against any Trustee or former Trustee, which costs and expenses shall include counsel fees, shall be paid from the Trust, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that the Trustee or former Trustee was grossly negligent or was guilty of willful misconduct in the performance of such Trustee's or former Trustee's duties. Such reimbursement shall be to the fullest extent allowed by law, except that the Trust may not reimburse Trustees or former Trustees for expenses covered by insurance or compensated by any Trustee's or former Trustee's employer.

6.8 The Board or any Trustee shall not be bound by any notice, declaration, regulation, advice, or request unless and until it shall have been received by the Trustees.

6.9 No person, partnership, corporation, or association dealing with the Board shall be obligated to see to the application of any funds or property of the Plan in the Trust or to see that the terms of this Agreement or the Plan have been complied with or be obligated to inquire into the necessity or expedience of any act of the Board. Every instrument effected by the Board shall be conclusive in favor of any person, partnership, corporation or association relying thereon that: (a) at the time of delivery of said instrument, this Agreement was in full force and effect and (b) the said instrument was effected per the terms and conditions of this Agreement and the Plan, and (c) the Board was duly authorized to execute such instrument.

6.10 Subject to and within the limitations provided in ERISA, the Board may provide for the reimbursement to the Trustees for reasonable and necessary expenses incurred in the performance of their duties as Trustees, including attendance at educational or training conferences, institutes, or other meetings relevant to such duties as authorized by the Board, and for a reasonable payment to the Trustees for attendance at meetings or other services rendered to the Fund at the request or direction of the Board. However, the Trustees shall receive no compensation for their services. Still, at the discretion of the Board, they may be paid in advance or be reimbursed from the Trust for all reasonable and necessary expenses which they are about to incur, or incur, in the performance of their duties.

6.11 The Trustees and all employees of the Fund handling funds shall be properly bonded by a duly authorized surety company in an amount designated by the Board, but not less than any amount required under any applicable law. The cost of the premiums of such bonds shall be paid out of the Trust.

6.12 The books of account and records of the Board, including the books of account and records pertaining to the Fund, shall be audited at least once each year by an independent qualified public accountant engaged by the Board on behalf of all Plan participants who shall conduct such an examination of any financial statements of the Fund and Plan, and the books and records of the Fund and Plan, as may be required by ERISA. The Board also shall make all other reports required by law available to the Employers and Local 503 per law. In addition, a statement of the annual audit results shall be available for inspection by the Employers and Local 503 at the principal office of the Fund and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered to the Employers, Local 503, and each Trustee within thirty (30) days after

the statement is provided to the Trustees in final.

ARTICLE VII
Contributions to the Fund

7.1 The Contributions of the Employers shall be made in the amounts set forth in the Collective Bargaining Agreement made by and between the Union or written Participation Agreement or Special Agreement by and between the Fund, and any amendments thereto, which exist, or which may be hereafter made. The Contributions by the Employers shall be made per this Agreement and the Plan, and any rules or regulations promulgated by the Board in connection therewith. The Employer shall be notified as to all matters about the payment of the Contributions due, including the date on which the Contributions are due, the person or place to deliver said Contributions together with any forms or reports required in connection therewith. However, nothing in the Agreement shall empower the Trustees to vary a Collective Bargaining Agreement, including but not limited to the amount, timing, or basis of Contributions to the Fund.

7.2 The Contributions of an Employer shall be made as required by the Collective Bargaining Agreement or Participation Agreement or Special Agreement and any amendment thereto, which may be presently in existence or which may hereafter be made, and shall continue to be paid as long as the Employer is so obligated under the Collective Bargaining Agreement with Local 503 or, upon expiration of the Collective Bargaining Agreement, until it is no longer under a duty to make such Contributions pursuant to an obligation arising under the National Labor Relations Act, whichever is later. The Trustees may enforce such contribution obligation in a United States District Court.

7.3 The Board may compel and enforce the payment of the Contributions due in any manner that it may deem proper, subject to any rules established by the Board for collection of delinquent Contributions. However, the Board shall not be required to compel and enforce the payment of Contributions or to be personally or collectively responsible therefore, if, in the opinion of the Board, the enforcement of the payment of Contributions would cost the Fund more than the amount to be obtained from the effort to compel or enforce the payment of the Contributions.

7.4 An Employer shall not have the duty or obligation to collect, receive or pay over any of the Contributions required to be made and paid by a different Employer, nor shall any Employer or Local 503 be deemed guarantors or sureties in respect to any Contributions from another Employer.

7.5 Each Employer shall promptly furnish to the Board on demand, any and all records relating to such Employer's Employees. Upon receiving written notice from the Fund at least thirty (30) calendar days in advance, the Employer will make available for inspection by the Fund such records to enable the Fund to verify the accuracy of the Employer's contributions. Such inspections shall occur no more frequently than once (1) in any consecutive twelve (12) month period.

7.6 The Board shall have authority to retain an accountant or accounting firm to

perform payroll audits of the Employers to determine whether or not the correct amount of Contributions is being made, or it may accept the results of audits performed by the Employers' independent certified public accountants.

7.7 The obligations assumed by each Employer hereunder shall be binding upon such Employer's successors and assigns consistent with applicable Collective Bargaining Agreement(s) or Participation Agreement(s).

7.8 The Board may take any action necessary to enforce payment of the Contributions due, including, but not limited to instituting proceedings at law or equity (and the expenditure for legal fees and costs), or they may, in their sole discretion, refrain from taking any such action.

7.9 The Employer shall make Contributions required hereunder as required by the Collective Bargaining Agreement or written Participation Agreement, but not less than quarterly. Not later than the last day of the first month following the end of each calendar quarter or other period, as the case may be, the Employer shall make the Contributions required for the previous period. Nonpayment by any Employer of any Contributions when due shall not relieve any other Employer from the obligation to make Contributions. An Employer that does not pay Contributions when due shall be obligated to pay all of the following:

- (a) the unpaid Contributions;
- (b) interest on the unpaid Contributions at such rates as the Trustees may fix from time to time or in particular cases;
- (c) an amount equal to the greater of -- (i) interest on the unpaid Contributions at the rate specified in (b) above; or (ii) liquidated damages at the rate under ERISA Section 515 or at such rates as the Trustees may fix from time to time;
- (d) reasonable fees and all costs (including but not limited to attorneys' and accountants' fees) incurred:
 - (1) to determine, discover and collect delinquent Contributions,
 - (2) to obtain the information necessary to properly allocate, credit and record such Contributions as necessary to administer the Fund,
 - (3) to enforce the Trustees' right to audit the employer's payroll records,

shall be due to the Fund from the delinquent Employer, including, but not limited to, necessary audit fees incurred to verify that Contributions are properly made and reported to the Fund, any other fees incurred in determining, discovering and collecting Contributions from the Employer, arbitration fees, filing fees, arbitrator's fees, fees for service of process, travel, copying charges, postage, expert fees, and such

other costs to determine, discover and collect any of the amounts described in (a) through (c); and

(e) attorneys' fees and costs of any action necessary to recover any of the amounts described in (a) through (d);

(f) such other amounts as a court may award, in the situation in which the Fund institutes judicial proceedings to collect delinquent Contributions.

In addition, the Board of Trustees may require a bond or cash deposit as security for prompt future payments of Contributions in the event an Employer is, in the discretion of the Board of Trustees, habitually delinquent in paying Contributions to the Fund. The Board of Trustees may waive imposition of the remedies described in (b)-(f) if, in the opinion of the Board of Trustees, it would be inappropriate to impose such remedies.

7.10 In the event an Employer makes a Contribution by mistake of fact or makes, by mistake of fact, a Contribution above that required, the amount of the mistaken Contribution may be returned to the Employer within six (6) months after payment of the Contribution, upon written request of the Employer and verification of the mistake by the Board.

7.11 The Board shall have the power to make rules establishing procedures for collecting delinquent contribution accounts.

ARTICLE VIII **Trust Sponsor Intent**

It is the intent of the Trust Sponsors that this Agreement and the Plan, to the extent applicable and permitted by applicable law, be administered and operated in a manner necessary for Employers to meet the requirements to participate in the Oregon Essential Workforce Health Care Program (ORS 743.029). Further, it is the intent of the Trust Sponsors that the Agreement and Plan will be administered and operated in a manner necessary to support Employers' ability to participate in additional government programs available to fund an Employer's health care benefits to the employees of their facilities.

ARTICLE IX **Employees' Rights**

No Employee or any person claiming by or through any Employee because of having been named a Beneficiary by the Employee or otherwise, or any Employer, or Local 503, or any other person, partnership, corporation, or association shall have any right, title, or interest in the Trust or any part thereof. Title to all money, property, and income paid into or acquired by or accrued to the Trust shall be vested in and remain exclusively in the Board. It is the intention of the parties hereto that said Trust shall constitute an irrevocable Trust. Except to the extent that such rights or interests may be expressly granted under the provisions of the Plan, or as permitted under applicable law, no benefits or monies payable

from the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The monies to be paid into said Trust shall not constitute or be deemed monies due to the individual Employee, nor shall said monies in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the parties entitled to such money upon the termination of the Trust or the Plan, except to the extent that such rights or interests may be expressly granted under the provisions of the Plan, or as permitted under applicable law.

ARTICLE X
Employer Legal Obligations and Liabilities

9.1 Each Employer shall be responsible for providing notice to the Plan as required under any applicable law. Each Employer shall comply with any notification requirement by providing written notice to the appropriate individual to whom the Board has delegated responsibility for the daily administration of the Fund. If the Board has not so delegated administrative responsibility, the Employer shall comply with this notification requirement by providing written notification to a member of the Board.

9.2 In the event an Employee becomes absent from a position of employment and the Employee is entitled to continue benefits under the Plan under any applicable law, the last Employer employing the Employee before the individual commences such absence shall be liable for making contributions on behalf of such individual to the extent required by law.

9.3 If an Employer fails to comply with the contribution or notification requirements set forth herein, and as a result causes the Fund, in whole or in part, to be subject to liability, the Employer shall be liable for the payment of such liability. If the Employer fails to pay such an amount, the Employer shall indemnify and hold harmless the Fund for all losses resulting from the Employer's failure to pay such amounts.

ARTICLE XI
Interpretation

10.1 This Agreement may be executed in one or more counterparts. The signature of a party on any counterpart shall be sufficient evidence of execution hereof.

10.2 The Board shall have the power to interpret, apply, construe, and amend the provisions of this Agreement and the Plan and make factual determinations regarding its construction, interpretation, and application. Any construction, interpretation, and application adopted by the Trustees in good faith shall be binding upon Local 503, the Employer, as well as upon Employees, Participants, and all other persons who may be involved or affected.

10.3 If any provisions of this Agreement or the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement and the Plan. The provisions held illegal or invalid shall be fully severable. The

Agreement and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted.

10.4 This Trust is accepted by the Trustees in the State of Oregon, and all questions about its validity, construction, and administration shall be determined per ERISA. To the extent such law may not apply, the laws of the State of Oregon shall govern.

11.5 Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also in the plural form in all situations where they would so apply. Wherever any words are used in this Agreement in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

ARTICLE XII

Amendment, Termination, and Merger

11.1 Except as otherwise provided in this Agreement, the provisions of this Agreement and of the Plan may be amended, altered, or modified at any time, and from time to time, by the Board, subject to applicable law, including any amendments necessary to obtain and maintain the tax-exempt status of the Fund and the deductibility of the Employer contributions. All such amendments shall be in writing; provided, however, that no amendment shall be adopted which:

- (a) Alters the basic principles of this Trust of providing benefits to Employees of Employers; or**
- (b) Conflicts with the terms of any Collective Bargaining Agreement as to the Contribution amount or any applicable law or governmental regulation.**
- (c) Causes the use of any part of the Fund for purposes other than those authorized herein; or**
- (d) Increases the contributions of any Employer, except as authorized herein.**

11.2 This Agreement and the Plan may be terminated by the Board by a vote of the Board, with each side's vote determined by two-thirds of the Union Trustees and two-thirds of the Employer Trustees, as applicable, measured by total contributions paid to the Fund under its signatory Collective Bargaining Agreements for the prior Plan Year, by an instrument in writing executed by mutual consent at any time or at such time when there are no further contributions required to be made to the Fund under a Collective Bargaining Agreement or other written instrument.

11.3 No amendment or termination of this Agreement or the Plan shall cause any part of the Trust to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants as provided by the Plan or for the administrative expenses of the Fund,

or other payments or expenses per the provisions of this Agreement. Under no circumstances shall any portion of the Trust, directly or indirectly, revert or accrue to the benefit of an Employer or Local 503.

11.4 This Trust and the Plan may be merged with, or transfer assets or liabilities to, or receive from, a plan, trust, or trust fund by the Board's determination and applicable law, provided that such merger or transfer does not result in the loss of the tax-exempt status of the Trust, subject to applicable law.

11.5 In no event shall any assets of the Trust revert to an Employer or Local 503. Upon the termination of the Trust herein provided, all money remaining in the Fund after the payment of all expenses shall be used for the continuance of one or more benefits of the type provided by the Plan until such money has been exhausted.

ARTICLE XIII **Arbitration**

12.1 Except as otherwise provided herein, disputes between the Employer Trustees and Union Trustees shall be subject to binding arbitration in accordance with the procedures in this Section. In the event of a deadlock between the Employer Trustees and the Union Trustees with respect to any matter within the jurisdiction of the Board of Trustees, either the Employer Trustees or the Union Trustees may request (in writing) that the issues in dispute be submitted to arbitration by a neutral arbitrator. The neutral arbitrator shall be selected jointly by the Employer Trustees and the Union Trustees. If the Employer Trustees and the Union Trustees cannot agree on a neutral arbitrator within fourteen (14) calendar days after the notice of impasse, any Trustee may request the American Arbitration Association to furnish a list of seven (7) persons, who are members of the national panel of arbitrators and who are competent to hear and resolve trustee disputes and deadlocks under jointly-administered trust funds. The Employer Trustees and the Union Trustees shall determine by lot the order of elimination and thereafter each shall, in that order, eliminate one (1) name until only one (1) name remains. The remaining person on the list shall be the neutral arbitrator. The expenses in the conduct of such proceedings (including the expenses of the experts and other witnesses) shall be borne by the Fund.

12.2 Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association applicable to impasse between trustees of jointly-administered employee benefit trust funds, but the neutral arbitrator shall not have the power to alter, delete, amend, or disregard any provisions of the Collective Bargaining Agreement.

12.2 No matter in connection with the interpretation or enforcement of any Collective Bargaining Agreement shall be subject to arbitration under this Article, provided that nothing in this Section shall prevent the Trustees from arbitrating a dispute between the Union Trustees and Employer Trustees over an Employer's violation of this Trust Agreement.

ARTICLE XIV
Miscellaneous

13.1 Duration. The parties intend that this Trust, the Plan have perpetual duration, subject, however, to the collective bargaining process.

13.2 Disposition of Funds on Termination Pursuant to Article XII. Upon termination of the Plan, the assets of such Plan shall be divided per the terms of the Plan, or in the absence of such a provision in the Plan, by the Board's determination. In no event shall any assets of the Fund revert to any Employer or Local 503.

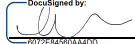
13.3 Fiscal Year. The Fiscal Year and the Plan Year of the Trust shall be the calendar year.

13.4 Agent for Service of Process. The agent for service of process on the Trust, Fund, or any of the Trustees shall be the person designated in the Plan.

13.5 Notices. Notices required to be given under this Agreement or the Plan shall be deemed received on the earliest date received as indicated by the postmark date or the date of actual receipt, if earlier.

IN WITNESS WHEREOF, the Trust Sponsors do hereunto set their hands and seals effective as of December 15, 2021.

LOCAL 503

DocuSigned by:

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Melissa Unger

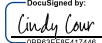
EMPLOYERS

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Andrew Loomis

Avamere

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Cindy Cour

EmpRes Healthcare Mgmt.

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Dakavia Management

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Ryan Delamarter

Prestige Care, Inc.
