



**UNIVERSITY OF NEW MEXICO**

**RETIREE WELFARE BENEFIT PLAN**  
**(Voluntary Employee Beneficiary Association)**

**Effective as of July 1, 2013**



**UNIVERSITY OF NEW MEXICO  
RETIREE WELFARE BENEFIT PLAN  
(Voluntary Employee Beneficiary Association)**

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**Introduction**

University of New Mexico, a New Mexico institution of higher education established by the Constitution of the State of New Mexico, hereby establishes the University of New Mexico Retiree Welfare Benefit Plan (Voluntary Employee Beneficiary Association) (the “Plan”). The purpose of the Plan is to consolidate in one plan document certain provisions of welfare benefits sponsored by the University of New Mexico (“UNM”), to provide uniform administration of such welfare benefits and, in conjunction with the University of New Mexico Retiree Welfare Benefit Trust, to pay a portion of the premiums for Retirees’ coverage under the Component Benefits. The Participant/UNM Contribution Schedule, as revised from time to time, is attached as Exhibit A to the Plan. The UNM Premium Subsidy is attached as Exhibit C. The Component Benefits are listed as Exhibits D to the Plan. This Plan is adopted this 5<sup>th</sup> day of August, 2013, effective July 1, 2013.

The plan documents, insurance contracts, summary plan descriptions, policies and procedures, and any other documents making up the Component Benefits, are hereby incorporated by reference into this document. These documents in the aggregate serve as a written plan document for purposes of compliance with the applicable requirements of the laws of the State of New Mexico.

**ARTICLE ONE**

**Definitions and Interpretation**

Section 1.1 Definitions. Where the following words and phrases appear in the Plan, they shall have the respective meanings set out below, unless their context clearly indicates otherwise. Capitalized terms not defined in this Plan will have the meaning given to them in the applicable documents describing the particular Component Benefit.

- (a) Accrued Actuarial Liability means the excess of the present value of the Plan’s future benefits and Plan and Trust administration expenses over the present value of future benefits net of Trust assets, consistent with Government Accounting Standards Board Statements 43 and 45, using assumptions adopted by UNM.
- (b) Applicable Guidance means the Code and regulations thereunder, and as to Group Health Benefits, regulations, notices, FAQs and other guidance regarding implementation of the Patient Protection and Affordable Care Acts.
- (c) Base Salary means compensation or wages as defined in NMSA § 22-11-2(X) (1978) and regulations thereunder or any successor thereto

as modified by UNM to reflect the employee's primary job, determined by UNM in its discretion.

- (d) Benefits Eligible Employee means a person employed by UNM and eligible for the Component Benefits, who has satisfied the applicable eligibility waiting period.
- (e) Code means the Internal Revenue Code of 1986, as amended.
- (f) Component Benefit means the specific benefit arrangements identified in Exhibit D through which the Plan provides welfare benefits permissible under Code Section 501(c)(9). UNM may replace Exhibit D from time to time.
- (g) Dependent means any individual who is a child of a Participant (including a biological or adopted child, foster child, step child, and any other child for whom the Participant has legal guardianship), who is eligible to participate in the Plan pursuant to the terms of one or more Component Benefit Plans, and who is a "dependent" within the meaning of Code Section 152, as modified for purposes of Code Sections 105(b) and 106.
- (h) Effective Date of the Plan is July 1, 2013.
- (i) Group Health Benefit means an employee welfare benefit within the meaning of the Public Health Service Act, 42 USC § 6A et seq. to the extent that such benefit provides "medical care".
- (j) Open Enrollment Period is the period established by UNM during which Benefits Eligible Employees can enroll in the Component Benefits, generally late April through early May of each year.
- (k) Opt-In Window means the Open Enrollment Period immediately following the fifth anniversary of the effective date the Benefits Eligible Employee elected not to make Participant Contributions. The Opt-In Window applies during any period of paid or unpaid leave of absence.
- (l) Participant means a Benefits Eligible Employee who has properly elected to make Participant Contributions to the Plan to secure coverage by the Component Benefits upon Retirement and is making Participant Contributions.
- (m) Participant Contribution means the contribution a Participant is required to make each pay period. The percent of Base Salary a Participant is required to contribute to earn VEBA Service Credit is set forth on Exhibit A, which may be modified from time to time by UNM based on actuarial recommendations adopted by UNM.

- (n) Plan means the University of New Mexico Retiree Welfare Benefit Plan (Voluntary Employee Beneficiary Association), as amended from time to time.
- (o) Plan Administrator means UNM.
- (p) Plan Year means the 12 month period beginning on July 1 and ending on the following June 30.
- (q) Retiree shall mean a Participant who has retired under the Educational Retirement Board Defined Benefit Plan (NMSA § 22-11-1 et seq. (1978)) or Alternative Retirement Plan (NMSA § 22-11-47 et seq. (1978)) and who is eligible for coverage in the Component Benefit Plans based on Participant Contributions.
- (r) Retiree Premium means the portion of the premium for coverage by the Component Benefit a Retiree must pay pursuant to Exhibit C.
- (s) Retirement means that a Participant has commenced payments under the Educational Retirement Board Defined Benefit Plan (NMSA § 22-11-1 et seq. (1978)) or Education Retirement Alternative Retirement Plan under NMSA § 22-11-47 et seq. (1978).
- (t) Spouse is the wife or husband of Participant, as determined under Federal law.
- (u) Trust means the University of New Mexico Retiree Welfare Benefit Trust as adopted effective July 1, 2013, as amended from time to time.
- (v) Trustee means the organization who will hold and administer the Trust Fund
- (w) UNM means the University of New Mexico, an institution of higher education established by the Constitution of the State of New Mexico.
- (x) UNM Contributions means the contributions UNM makes to the Trust, matching all or a portion of Participant Contributions, as set forth on Exhibit A as modified from time to time.
- (y) UNM Premium Subsidy means the then current portion of the maximum UNM premium percent for the applicable tier of Base Salary at the time of Retirement, as shown on Exhibit C, as modified from time to time.
- (z) VEBA Advisory Board means the Board of the Trust comprised of the following:

Controller or Designee  
Vice President of Human Resources or Designee  
Two Faculty Members (appointed by the Provost)

Two Staff members (appointed by Staff Council)  
Member of the Debt Investment Advisory Committee  
(DIAC, ex officio, appointed by the President)  
Two Presidential Appointees

- (aa) Year of VEBA Service Credit means a Plan Year during which a Participant makes Participant Contributions to the Plan: provided however, each Participant shall be credited with one Year of VEBA Service Credit provided Participant Contributions are made during any two Plan Year quarters.

All other defined terms in the Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Section 1.2 Interpretation. Whenever a noun or pronoun is used in this Plan in plural form and there is only one person within the scope of the word so used, or in singular form and there be more than one person within the scope of the word so used, such word or pronoun has a plural or singular meaning as the case may be. Likewise, pronouns of one gender include the other gender. The words “herein,” “hereof,” and “hereunder” refer to this Plan. Headings are given to the Articles and Sections of the Plan only for the purpose of convenience and to make the document easier to read. Headings, numbering, and paragraphing shall not in any case be deemed material or relevant to the interpretation of the Plan or its contents.

## ARTICLE TWO

### Eligibility and Participation

Section 2.1 Eligibility. The purpose of this Plan is to allow Benefits Eligible Employees to elect coverage by the Component Benefits following Retirement and to provide a funding vehicle to which Participants and UNM contribute to pre-fund in part the cost of such Retiree coverage.

- (a) Benefits Eligible Employees as of June 30, 2013. Beginning April 29, 2013 and ending June 30, 2013, each Benefits Eligible Employee may elect to become a Participant in this Plan. Such Participants will be credited with twenty-five Years of VEBA Service Credit. In the event such a Benefits Eligible Employee elects not to become a Participant when first eligible, or elects to participate as of July 1, 2013 but later makes an election to terminate participation under Section 2.6, the Benefits Eligible Employee may subsequently elect to become a Participant under (c) below, but will not be credited with twenty-five Years of VEBA Service Credit, and will have no Years of VEBA Service Credit other than that earned after June 30, 2013.
- (b) Benefits Eligible Employees on or after July 1, 2013. An employee who became a Benefits Eligible Employee as defined in Section 1.1(d) on or after July 1, 2013 shall become a Participant in this Plan subject to

Section 2.1(d) beginning on the first of the month following 31 calendar days after becoming a Benefits Eligible Employee,

- (c) Opt-In Window Following Election Not to Participate. In the event a Benefits Eligible Employee elects not to participate in this Plan when first eligible or elects to terminate contributions under Section 2.6(a), such Benefits Eligible Employee may make an election during his Opt-In Window to participate. Only one such election shall be permitted.
- (d) Deemed Election. In the event a Benefits Eligible Employee fails to affirmatively elect not to participate, such Benefits Eligible Employee shall be deemed to have made an election to participate in this Plan in accordance with such procedures as UNM may establish and apply in a uniform and non-discriminatory manner.
- (e) Employee and Spouse Both Employed.
  - (i) Both Spouses Participating. In the event that a Benefits Eligible Employee is married to another Benefits Eligible Employee, each such Benefits Eligible Employee must make Participant Contributions to participate in this Plan and receive Component Benefits as a Participant upon Retirement.
  - (ii) Coverage of Spouse As Dependent of Benefits Eligible Employee. One spouse of two Benefits Eligible Employees may elect to cover the other Benefits Eligible Employee-spouse as a dependent spouse of an active employee under the Component Benefits. In that event, the retiring Benefits Eligible Employee who did not make Participant Contributions will receive coverage under the Component Benefits as an eligible dependent and not as a Participant under this Plan.

Section 2.2 Leave of Absence. In the event a Participant is classified as on a leave of absence without pay, the Participant may not make Participant Contributions during such leave. Such a Participant will earn no Years of VEBA Service Credit during such leave of absence. Upon return to UNM employment in a pay status, the Participant shall retain all his Years of VEBA Service Credit attributable to Participant Contributions, subject to the provisions of the Plan.

Section 2.3 Layoff.

- (a) Participant. In the event a Participant is laid off, upon re-employment while eligible for Re-employment Rights under UNM policy, the Participant's participation continues and the Participant's Years of VEBA Service Credit shall be the sum of his Years of VEBA Service Credits earned prior and subsequent to his layoff.
- (b) Employee Electing Not to Participate. In the event that a Benefits Eligible Employee who elected not to make Participant Contributions is laid off and rehired with Re-employment Rights under UNM policy, he



shall have the right to elect to participate during his Opt-In Window provided he is rehired as a Benefits Eligible Employee as of that date.

Section 2.4 Termination and Re-employment.

- (a) Re-employment of Participant. In the event that a Participant terminates employment with UNM, the Participant will retain his Years of VEBA Service Credit attributable to Participant Contributions. Upon re-employment by UNM as a Benefits Eligible Employee, such a Participant will resume Participant Contributions unless he elects to terminate Participant Contributions during an Open Enrollment Period. The contributions of such a Participant shall be determined according to the then-applicable Exhibit A, as modified from time to time. Such Participant's Years of VEBA Service Credits shall be based on the quarters of actual Participant Contributions prior to termination of employment as a Benefits Eligible Employee, provided that such Participant makes Participant Contributions upon re-employment for at least five consecutive twelve month periods immediately prior to Retirement.
- (b) Re-employment of Benefits Eligible Employee Who Elected Not To Participate. In the event a Benefits Eligible Employee who elected not to participate terminates employment with UNM and is subsequently re-employed as a Benefits Eligible Employee prior to or coincident with the date of his Opt-In Window, such rehired Benefits Eligible Employee shall have the right to elect to participate during his Opt-In Window. If a rehired Benefits Eligible Employee who elected not to participate is re-employed with UNM after his Opt-In Window, he shall not be eligible to participate in the Plan.
- (c) Termination Without Re-employment. In the event a Participant's employment terminates with UNM other than by Retirement and he does not return to employment with UNM, the Participant shall not be entitled to any benefits hereunder.
- (d) Re-employment by a Non-UNM ERB Administrative Unit. In the event that a Retiree's benefits under the ERB Defined Benefit Plan or Alternative Retirement are suspended because of the resumption of covered employment by a local administrative unit (as that term is defined in NMSA § 22-11-2(D) (1978)) other than UNM, that Participant shall have no further rights to benefits under this Plan except as may be required under COBRA for a specific Component Benefit.

- (e) A UNM Return to Work Retiree (NMSA 22-11-25.1)  
In the event of a UNM Return to Work Retiree commences re-employment as a Benefits Eligible Employee, such Participant must make Participant Contributions in order to be entitled to coverage upon subsequent Retirement but shall not earn additional Years of VEBA Service Credit.

Section 2.5 Termination of Eligibility for Benefits. In the event that a Participant who is a Benefits Eligible Employee ceases to be a Benefits Eligible Employee but remains a UNM Employee, upon return to status as a Benefits Eligible Employee, the Participant shall resume Participant Contributions and again earn Years of VEBA Service Credit (subject to Section 2.6) and will retain his Years of VEBA Service Credit.

Section 2.6 Election to Terminate Participation.

- (a) Termination of Contributions. A Participant may elect to cease Participant Contributions to the Plan and terminate participation during an Open Enrollment Period with an election satisfactory to and accepted by UNM subject to Section 2.1(c). Such election shall be irrevocable.
- (b) No Refund. In the event a Participant elects to cease Participant Contributions, the Participant shall not be entitled to any refund of contributions, any earnings thereon, or any benefit from this Plan. Such a Participant shall forfeit all Years of VEBA Service Credit, subject to an election to make Participant Contributions during his Opt-In Window.

## ARTICLE THREE

### Benefits

Section 3.1 Benefits Available. The benefits available under the Plan consist of the benefits available under the Component Benefits elected at Retirement, including all limitations and exclusions with respect to each Component Benefit. A Retiree shall receive coverage under the Component Benefits for so long as he pays the Retiree Premium. The benefits available under each Component Benefit are set forth in the Component Benefit documents. The availability of benefits is subject to payment by the Participant of all applicable Retiree Premiums and satisfaction of any eligibility or other requirements, including but not limited to UNM policy.

Section 3.2 Benefits in General.

- (a) Commencement of Trust Disbursements. The purpose of this Plan and the Trust is to accumulate funds to pay benefits under the Component Benefits. The commencement and amount of payments under the Component Benefits is determined by UNM based on actuarial determination as to the accumulation of reserves for the Retirees while still preserving the required Trust assets needed for long-term funding of the Trust. Payments shall not be made under the Plan and the Trust until UNM directs commencement of Trust disbursements no earlier than the date on which the Trust Investment Income is thirty percent of the Annual Required Contributions (as that term is defined in GASB 45 (or its successor)) and no later than the date on which the Trust income is fifty percent of the Annual Required Contributions.
- (b) Component Benefits Upon Retirement. Effective July 1, 2018, upon Retirement, a Participant shall be covered by those Component Benefits only if the Participant has been contributing to the VEBA for the five consecutive twelve month periods ending on the date of his Retirement. Participants identified in Section 2.1(a) who Retire prior to July 1, 2018 must make Participant Contributions continuously until Retirement in order to be eligible for Component Benefits.

Section 3.3 Benefits for Medicare-Eligible Retirees. Medicare Eligible Retirees and their dependents who are Medicare eligible must enroll in Medicare Part B and elect a UNM sponsored Medicare Senior Plan and a UNM sponsored Medicare Prescription Drug Plan within sixty (60) calendar days from the date they retire or become Medicare eligible in order to be covered under UNM medical Post-Retirement Benefits. Failure to elect a UNM sponsored Medicare Senior Plan and a UNM sponsored Medicare Prescription Drug Plan will result in cancelation of UNM sponsored Post- Retirement medical coverage.

Section 3.4 Benefits for Retirees Under Age 65. This Plan shall pay such expenses as are eligible under the Component Benefits and as are directed by UNM subject to the accumulation of actuarially determined reserves under Section 3.2 (a).

Section 3.5 Applicable Portion of UNM Premium Subsidy. The Applicable Portion of UNM Premium Subsidy is determined by Years of VEBA Service Credit as set forth in Exhibit B (subject to Section 2.1).

## ARTICLE FOUR

### Incorporation by Reference

Section 4.1 Incorporated Documents. The Plan incorporates the documents, including any benefit plan documents and insurance contracts, containing the substantive provisions governing the Component Benefits provided under this Plan. The documents describing the Component Benefits are provided to employees. If the Component Benefit documents are amended or



superseded, the amended or successor documents will automatically become incorporated documents. If there is no provision in an incorporated document corresponding to a provision of this Plan, to the extent applicable, the Plan provisions will apply to the incorporated document.

## ARTICLE FIVE

### Administration of the Plan

Section 5.1 Fiduciary. UNM is the fiduciary of the Plan. With respect to the determination of the amount of, and entitlement to, benefits under any insured Component Benefit, however, the respective insurance company is also a named fiduciary under the Plan, with the full power to interpret and apply the terms of the Plan as they relate to the benefits provided under the applicable insurance policy.

Section 5.2 Delegation. UNM may delegate to any committee, person, or employee, officer or member of UNM any one or more of its powers, functions, duties or responsibilities with respect to the Plan. Any such delegation of responsibilities may be amended from time to time in writing by UNM and may be revoked in whole or in part at any time by written notice from one party to the other.

Section 5.3 Powers and Duties of UNM. The primary responsibility of UNM is to administer the Plan for the exclusive benefit of the Participants, subject to the specific terms of the Plan. UNM shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if UNM decides in its discretion that the applicant is entitled to them. Any such determination by UNM shall be conclusive and binding upon all persons. UNM may establish a charter and procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan continue to provide medical benefits under qualified plan under the terms of Code Sections 105 and 106 and group term insurance benefits under Code Section 79 and Applicable Guidance. UNM shall have all powers necessary or appropriate to accomplish its duties under this Plan. UNM shall be charged with the duties of the general administration of the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan, including, but not limited to, the following:

- (a) the discretion to determine all questions relating to the eligibility of an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan;

- (b) the authority to review and settle all claims against the Plan. This authority specifically permits UNM to settle disputed claims concerning elections, benefits and any other disputed claims made against the Plan;
- (c) to maintain all necessary records for the administration of the Plan;
- (d) to interpret the provisions of the Plan and to make and record such rules for regulation of the Plan that are consistent with the terms hereof; and
- (e) to assist Participants regarding their rights, benefits, or elections available under the Plan.

UNM shall keep a record of all actions taken and shall keep all other books of account, minutes, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, and others as required by law.

Section 5.4 Interpretation and Findings of Fact. UNM and any third-party administrator and insurance companies providing benefits under the Plan (to the extent necessary to pay or adjudicate claims with respect to any Component Benefit for which it provides benefits) shall have sole and absolute discretion to interpret the provisions of the Plan. This includes, without limitation, supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan, determining the rights and status under the Plan of Participants and other persons, to decide disputes arising under the Plan, to make factual determinations, and to make any determinations and findings with respect to the benefits payable and the persons entitled to benefits as may be required for the purposes of the Plan. UNM and any third-party administrator will interpret this Plan in light of then current UNM Administrative Policies.

Section 5.5 Assistance. UNM may employ such clerical, legal, actuarial, accounting, or other assistance or services that it believes are necessary or advisable in connection with the performance of its duties, provided that any provider of such assistance shall comply with UNM Policy 3720, Conflicts of Interest, and any successor thereto.

Section 5.6 Insuring and Funding Benefits. Funding for the Plan shall consist of the sum of UNM and Participant Contributions to the Trust and earnings thereon. UNM shall have the right to pay benefits from its general assets, insure any benefits under the Plan, and establish any fund or trust for the holding of contributions or payment of benefits under the Plan, either as mandated by law or as UNM deems advisable. In addition, UNM shall have the right to alter, modify or terminate any method or methods used to fund the payment of benefits under the Plan, including, but not limited to, any trust or insurance policy. If any benefit is funded by the purchase of insurance, the benefit shall be payable solely by the insurance carrier.

## ARTICLE SIX

### Amendments, Terminations and Mergers

Section 6.1 Right to Amend. UNM delegates to its President the right to amend the Plan and to the HR Department the right to amend any Component Benefit from time to time, including amendments that are retroactive in effect to the extent permitted by law.

Section 6.2 Plan Merger. UNM reserves the right to merge the Plan or any Component Benefit at any time.

Section 6.3 Right to Terminate. The Board of Regents shall have the power to terminate the Plan and the President of UNM delegates to the HR Department the right to merge any Component Benefit in whole or in part at any time.

Section 6.4 Payment of Claims Upon Termination. If the Plan is terminated, the Plan shall continue until all pending claims for benefits outstanding as of the date of termination have been paid, provided such claims are timely submitted. Any remaining assets in the Trust shall be used for the exclusive purposes of providing benefits to Plan Participants as provided in Treasury Regulation 1.501(c)(9)-4(d).

## ARTICLE SEVEN

### Guarantees and Liabilities

Section 7.1 No Guarantee of Employment. Nothing contained in the Plan shall be construed as a contract of employment between UNM and an Employee or Participant, or as a right of any Employee or Participant to continue in the employment of UNM, or as a limitation of the right of UNM to discharge any Employee or Participant, with or without cause.

Section 7.2 No Guarantee of Non-Taxability. There is no representation or guarantee that any amounts deposited or credited on behalf of or reimbursed to a Participant under the Plan will be excluded from the Participant's gross income for Federal, state or local income tax purposes.

Section 7.3 No Vested Benefits. UNM does not intend to create contract rights under the Plan and Trust that cannot be modified or extinguished in the future, subject to Section 8.2 of the Trust.

Section 7.4 Withholding Taxes. To the extent the Trust is required to withhold Federal, state, local or foreign taxes in connection with any payment made to a Participant under a Component Benefit, UNM shall withhold the amount so determined from the payment.

Section 7.5 Incapacity to Receive Payment. If the Administrator of a Component Benefit finds that any Participant entitled to receive benefits under the Plan is, at the time such benefits



are payable, unable to care for his affairs because of a physical, mental, or legal incompetence, UNM will direct the Trustee to make payments as directed by the Administrator of the Component Benefit.

Section 7.6 Severability Provision. If any provision of the Plan or the application of a provision to any circumstance or person is invalid, the remainder of the Plan and its application to other circumstances or persons shall not be affected thereby.

Section 7.7 Right of Recovery. UNM shall have the right to recover any payment it made but should not have made or made to an individual or organization not entitled to payment, from the individual or organization or anyone else benefiting from the improper payment.

## **ARTICLE EIGHT**

### **Claims Procedures**

Section 8.1 Insured Benefits. Claims for benefits that are self-insured must be filed with the third-party administrator for the specific Component Benefit. Claims for benefits that are insured must be filed in accordance with the specific procedures contained in the insurance policies for those benefits. The address of the individual insurance company that reviews claims made under each Component Benefit Plan is set forth in disclosure materials specific to that Component Benefit. All other general claims or requests should be directed to UNM.

Section 8.2 General Claims Procedure. Subject to Section 7.3 governing claims made under a Component Benefit that is a Group Health Benefit, procedures set forth in the claims and appeals procedure for the specific Component Benefit shall be followed.

Section 8.3 Special Rules for Group Health Benefit Claims. Notices relating to Group Health Benefit Claims shall be made in a culturally and linguistically appropriate manner and shall set forth such contract or required by Applicable Guidance.

## **ARTICLE NINE**

### **Continuation Coverage**

Section 9.1 Continuation Coverage. Continuation coverage procedures, if any, for each Component Benefit shall be set forth in the specific Component Benefit document.

## **ARTICLE TEN**

### **Protected Health Information Under HIPAA**

Section 10.1 HIPAA. Protected Health Information held by a Component Benefit that is a Group Health Benefit and disclosure of Protected Health Information to UNM shall be treated



according to the provisions regarding Protected Health Information in the specific Component Benefit document.

## **ARTICLE ELEVEN**

### **Miscellaneous**

Section 11.1 Governing Law. The Plan shall be governed by the laws of the State of New Mexico, to the extent applicable not preempted by federal law such as PPACA and HIPAA. If any provision of the Plan or the application thereof to any circumstance or person is invalid, the remainder of the Plan and the application of such provision to other circumstances or persons shall not be affected thereby.

Section 11.2 Communication to Employees. UNM will notify Benefits Eligible Employees of the availability and terms of the Plan at least annually.

Section 11.3 Limitation of Rights. Neither the establishment of the Plan nor any Plan amendment will be construed as giving to any Participant or other person any legal or equitable right against UNM or UNM, except as expressly provided in this Plan document, and in no event will the terms of employment or service of any Participant be modified or in any way be affected hereby.

\*\*\*\*\*

IN WITNESS WHEREOF, pursuant to Regents' Policy Manual Section 7.8, and as conclusive evidence of the adoption of the foregoing, UNM has caused the Plan to be duly executed in its name and on its behalf, to be effective July 1, 2013.

**REGENTS OF THE UNIVERSITY OF NEW MEXICO**

By: \_\_\_\_\_  
Its President





**EXHIBIT A  
TO THE  
UNIVERSITY OF NEW MEXICO RETIREE WELFARE BENEFIT PLAN  
CONTRIBUTION SCHEDULE**

*The information in this Exhibit is dated as of July 1, 2013*

**VEBA Contribution Schedule**

FY14  
Base Salary %  
.5%

FY15  
Base Salary %  
.75%

FY16  
Base Salary %  
1.00%

**EXHIBIT B**
**APPLICABLE PORTION OF UNM SUBSIDY**
**UNM Retiree VEBA Premium Service Credit Schedule FY 2014 - FY 2019**


VEBA Service Credits	5-9	10-14	15-19	20-24	25+
<b>Pre 65 Retiree Premium Paid Percentage</b>					
FISCAL YEAR 14 (July 13 - June 14)					40%
FISCAL YEAR 15 (July 14 - June 15)					45%
FISCAL YEAR 16 (July 15 - June 16)					50%
FISCAL YEAR 17 (July 16 - June 17)					55%
FISCAL YEAR 18 (July 17 - June 18)					60%
FISCAL YEAR 19 (July 18 - June 19)	85%	80%	75%	70%	60%
NOTE: Pre 65 premium paid percentages only reflect salary levels \$35,000 and above. Premiums rates for salary levels below \$35,000 will be listed annually on the HR Benefits website.					
VEBA Service Credits	5-9	10-14	15-19	20-24	25+
<b>Age 65 and Over Retiree Premium Paid Percentage</b>					
FISCAL YEAR 14 (July 13 - June 14)					60%
FISCAL YEAR 15 (July 14 - June 15)					65%
FISCAL YEAR 16 (July 15 - June 16)					70%
FISCAL YEAR 17 (July 16 - June 17)					70%
FISCAL YEAR 18 (July 17 - June 18)					70%
FISCAL YEAR 19 (July 18 - June 19)	90%	85%	80%	75%	70%
NOTE: The VEBA Service Credit columns 5-9, 10-14, 15-19, & 20-24 will not become effective until July 1, 2018 or FY19.					

**EXHIBIT C**  
**to the**  
**UNIVERSITY OF NEW MEXICO RETIREE WELFARE BENEFIT PLAN**  
**SUBSIDY SCHEDULE**

*The information in this Exhibit is dated as of July 1, 2013*

**Component Benefits Offered Under The Plan**

**Group Medical Benefit**

	<b>Pre- 65 Based on Salary Tier</b>	<b>65 or Older or Medicare Eligible</b>
	FY14 Maximum UNM Premium Subsidy	FY14 Maximum UNM Premium Subsidy 40%
\$35,000 and above	60%	
\$34,999--\$25,000	70%	
Less than \$25,000	80%	
	FY15 Maximum UNM Premium Subsidy	FY15 Maximum UNM Premium Subsidy 35%
\$35,000 and above	55%	
\$34,999--\$25,000	65%	
Less than \$25,000	75%	
	FY16 Maximum UNM Premium Subsidy	FY16 Maximum UNM Premium Subsidy 30%
\$35,000 and above	50%	
\$34,999--\$25,000	60%	
Less than \$25,000	70%	
	FY17 Maximum UNM Premium Subsidy	FY17 30%
\$35,000 and above	45%	
\$34,999--\$25,000	55%	
Less than \$25,000	65%	
	FY18 Maximum UNM Premium Subsidy	FY18 30%
\$35,000 and above	40%	
\$34,999--\$25,000	50%	
Less than \$25,000	60%	



**Group Dental Benefit**

	<b>Pre- 65 Based on Salary Tier</b>	<b>65 or Older or Medicare Eligible</b>
	<b>FY14 Maximum UNM Premium Subsidy</b>	<b>FY14 Maximum UNM Premium Subsidy 40%</b>
\$35,000 and above	60%	
\$34,999--\$25,000	70%	
Less than \$25,000	80%	
	<b>FY15 Maximum UNM Premium Subsidy</b>	<b>FY15 Maximum UNM Premium Subsidy 35%</b>
\$35,000 and above	55%	
\$34,999--\$25,000	65%	
Less than \$25,000	75%	
	<b>FY16 Maximum UNM Premium Subsidy</b>	<b>FY16 Maximum UNM Premium Subsidy 30%</b>
\$35,000 and above	50%	
\$34,999--\$25,000	60%	
Less than \$25,000	70%	
	<b>FY17 Maximum UNM Premium Subsidy</b>	<b>FY17 30%</b>
\$35,000 and above	45%	
\$34,999--\$25,000	55%	
Less than \$25,000	65%	
	<b>FY18 Maximum UNM Premium Subsidy</b>	<b>FY18 30%</b>
\$35,000 and above	40%	
\$34,999--\$25,000	50%	
Less than \$25,000	60%	

**Group Term Life Insurance Benefit**

	<b>Pre- 65 Based on Salary Tier</b>	<b>65 or Older or Medicare Eligible</b>
	<b>FY14 Maximum UNM Premium Subsidy</b>	<b>FY14 Maximum UNM Premium Subsidy 40%</b>
\$35,000 and above	60%	
\$34,999--\$25,000	70%	
Less than \$25,000	80%	
	<b>FY15 Maximum UNM Premium Subsidy</b>	<b>FY15 Maximum UNM Premium Subsidy 35%</b>
\$35,000 and above	55%	
\$34,999--\$25,000	65%	
Less than \$25,000	75%	
	<b>FY16 Maximum UNM Premium Subsidy</b>	<b>FY16 Maximum UNM Premium Subsidy 30%</b>
\$35,000 and above	50%	
\$34,999--\$25,000	60%	
Less than \$25,000	70%	
	<b>FY17 Maximum UNM Premium Subsidy</b>	<b>FY17 30%</b>
\$35,000 and above	45%	
\$34,999--\$25,000	55%	
Less than \$25,000	65%	
	<b>FY18 Maximum UNM Premium Subsidy</b>	<b>FY18 30%</b>
\$35,000 and above	40%	
\$34,999--\$25,000	50%	
Less than \$25,000	60%	



## EXHIBIT D

### COMPONENT BENEFITS

UNM Medical Plan  
UNM Dental Plan  
UNM Group Basic Life Insurance Plan  
UNM Sponsored Medicare Advantage Plan  
UNM Sponsored Medicare Supplement Plan  
UNM Sponsored Prescription Drug Plan

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