International Union of Operating Engineers Local 399
Health Reimbursement Account Plan
("Retiree Account Program")
Summary Plan Description
And
Plan Document

2022 Edition

THIS PAGE INTENTIONALLY BLANK

LOCAL 399 HRA
RETIREE ACCOUNT PROGRAM

IUOE LOCAL 399 HEALTH REIMBURSEMENT ACCOUNT

Fund Office
2260 South Grove Street
Chicago, Illinois 60616
Telephone: (312) 372-9870
Fax: (312) 842-0291

www.iuoe399.org

BOARD OF TRUSTEES

(ADMINISTRATOR AS DEFINED BY LAW)

Union Trustees	Employer Trustees
Ms. Valerie Colvett	Ms. Laura Bossert
Mr. Patrick Kelly	Mr. Eric Centazzo
Mr. Roger McGinty	Ms. Maureen Ehrenberg

ADMINISTRATIVE MANAGER

Carrie Gath

FUND COUNSEL
AND
AGENT FOR THE SERVICE OF LEGAL PROCESS

Johnson & Krol, LLC

CONSULTANT

Foster & Foster

INVESMENT CONSULTANT

Aon Investments USA Inc.

A MESSAGE FROM THE BOARD OF TRUSTEES

We are pleased to provide you with this new combination Plan Document and Summary Plan Description (Plan/SPD) booklet, which describes the Retiree Account Program, effective January 1, 2022, unless otherwise indicated.

The Retiree Account Program is a limited purpose retiree-only health reimbursement arrangement (HRA) established for the purpose of helping retired participants who were covered under the International Union of Operating Engineers (IUOE) Local 399 Health and Welfare Trust Fund defray the cost of their retiree health care coverage.

Although this booklet is meant to be an easy-to-understand description of your benefits, it also serves as the Plan Document, and the Plan's official rules and regulations. Important terms used throughout this booklet are capitalized and defined. Please read this booklet carefully as it is important that you understand your HRA benefit. If you are married, please be sure to share it with your Spouse.

This booklet replaces and supersedes any previous written explanation of the Plan.

IMPORTANT REMINDERS

- Tell your family, particularly your Spouse, about this booklet and where it is located.
- Please notify the Fund Office promptly if you change your address.
- Only the full Board of Trustees (Trustees) is authorized to interpret the benefits described in this booklet.
- No Employer, the Union, nor any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, nor can any such person act as an agent of the Trustees.
- The Trustees reserve the right to amend, modify or discontinue all of part of this Plan whenever, in their judgment, conditions so warrant. You will be notified in writing of any Plan changes.

Table of Contents

Section 1: Retiree Account Program Eligibility

1.01 Retired Employee Eligibility

You will be eligible to receive reimbursements from your Individual Retiree Account if you satisfy all the following requirements:

A. You are retired and do not engage in any Disqualifying Employment;

B. You have a positive balance in your Individual Retiree Account;

C. You meet the requirements of one of the following:

1. If you are a participant in the Central Pension Fund of the International Union of Operating Engineers (Central Pension Fund), you must meet the requirements for a normal, early, special or disability retirement benefit from the Central Pension Fund (as defined under the Central Pension Plan); or

2. If you are not a participant in the Central Pension Fund, you must be:

   i. At least age 55 with either ten (10) years of eligibility under the International Union of Operating Engineers Health and Welfare Trust Fund (Health Fund) (excluding eligibility due to self-payments for COBRA continuation coverage), or ten (10) years of employment with an employer that has a collective bargaining relationship with the Union; or

   ii. At least age 65 with either five (5) years of eligibility under the Health Fund (excluding eligibility due to self-payments for COBRA continuation coverage), or five (5) years of employment with an employer that has a collective bargaining relationship with the Union; or

   iii. The recipient of a disability award from the Social Security Administration and have at least fifteen (15) years of eligibility under the Health Fund (excluding eligibility due to self-payments for COBRA continuation coverage), or at least fifteen (15) years of employment with an employer that has a collective bargaining relationship with the Union.

1.02 Surviving Spouse Eligibility

If you meet the eligibility requirements and die with a balance in your Retiree Account, your surviving Spouse may use your balance by submitting claims to the Fund Office for reimbursement. Your balance will be available to your surviving Spouse for the remainder of his or her lifetime, or until your Spouse remarries. This provision applies whether or not you have already retired when your death occurs.

If you die without a surviving Spouse, your Retiree Account balance, if any, will be forfeited and revert to the Fund.

1.03 COBRA Continuation Coverage

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is a federal law that requires plans to offer a temporary extension of benefits to employees and eligible dependents (qualified beneficiaries) who would otherwise lose coverage under a plan. Qualified beneficiaries under this Plan include your Spouse who would lose coverage as a result of a qualifying event (such as your divorce or legal separation).

If you and your Spouse legally separate or divorce, he or she may continue to receive reimbursements from the Plan. However, he or she will be required to make a self-payment to the Plan to continue to receive reimbursements from the Plan. In the event of your divorce, additional COBRA information will be provided to your Spouse.

Section 2: How Your Retiree Account Works

2.01 Description of Retiree Account

Your Retiree Account is a notional account established on your behalf when Contributions are received under a Collective Bargaining Agreement or participation agreement. A Retiree Account allocation will not be made for any amounts received as self-payments, and no contributions will made to your Retiree Account if you are not performing work covered under a Collective

Bargaining Agreement or participation agreement.

The Fund Office keeps track of your Retiree Account as a bookkeeping entry. The bookkeeping entry is adjusted at the discretion of the Trustees. It is the intention of the Trustees that any gains made due to investments of the funds contributed to the Retiree Account Program be used to offset the administrative costs of the program. However, the Trustees may from time to time allocate a portion of any investment gains or losses (investment yield) to Individual Retiree Accounts. The method for determining the amount of investment yield allocated to Individual Retiree Accounts will be determined by the Trustees and may be changed at any time. Until there is investment yield, or if there is no positive investment yield sufficient to cover administrative costs, the Trustees may pay the administrative costs from the combined Individual Retiree Accounts. The method of determining the amount of the costs allocated to Individual Retiree Accounts will be determined by the Trustees and may be changed at any time.

If the Fund issues a reimbursement to you from your Retiree Account for a covered Premium Expense, your Retiree Account balance will be reduced by the amount of such reimbursement. Your Retiree Account balance will be carried over from year to year, except as specified below in Section 2.04.

2.02 No Vesting of Retiree Account

Your Retiree Account is not a savings accounts from which you can withdraw at will. You and your Spouse are not vested in your Retiree Account. Amounts accumulated in your Retiree Account can only be used for covered Premium Expenses, subject to the rules and provisions set forth in this Plan.

Benefits payable under the Retiree Account shall not be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind, except as required under applicable law.

2.03 Your Right to Opt-Out

You may choose to permanently opt-out of your Retiree Account and forfeit your right to reimbursement from your Retiree Account at any time by notifying the Fund Office in writing. Any balance in your Retiree Account as of the date the Fund Office receives notice of such opt-out will be permanently forfeited.

2.04 Forfeiture of Retiree Account

Your Retiree Account balance will be forfeited in the following situations:

A. No Contributions have been made into your Individual Retiree Account for three (3) consecutive years, you do not meet the Plan's eligibility requirements as set forth in Section 1.01 and you have not worked at a site with a Collective Bargaining Agreement with the Union within the past three (3) years.

B. No reimbursements have been made for a period of five (5) consecutive years for Retirees or their surviving Spouses, and the Retiree or surviving Spouse has not informed the Fund Office of his or her intent to use the funds at a later date.

C. You reach age 70 ½ and no reimbursements have been made for a period of five (5) consecutive years prior to reaching age 70 ½, and you have not informed the Fund Office of your intent to use the funds at a later date.

D. You die and you have no surviving Spouse.

E. The Fund Office receives written notice that you want to opt-out of your Retiree Account.

Amounts forfeited under this Section will revert to the Fund.

Section 3: Covered Premium Expenses

3.01 Expenses Eligible for Reimbursement

If you are eligible to receive reimbursements from your Individual Retiree Account, you can use the account to obtain reimbursement for the premiums (payments) you make for healthcare coverage (i.e., hospital, physician and/or prescription drug coverage) provided by the following types of plans:

A. COBRA continuation coverage;

B. Your Spouse's employer-sponsored group health care plan;

C. Medicare supplement plans;

D. Medicare Part D prescription drug plans; and

E. Individual (private) health care plans, including policies converted or continued from an employer-sponsored plan after full-time employment has ceased and plans purchased through an Affordable Care Act exchange.

The premiums must provide coverage for you and/or your Spouse.

3.02 Expenses Not Eligible for Reimbursement

You cannot use your Individual Retiree Account to obtain reimbursement for payments or premiums for the following:

A. Medicare Part B premiums;

B. Medicaid;

C. TriCare;

D. Other government-sponsored health care plans, except policies converted or continued by a Retiree or Spouse who was employed by the government entity sponsoring the plan;

E. Workers' compensation plans;

F. Premiums for coverage before you became eligible to use your Individual Retiree Account;

G. Non-medical policies, including but not limited to (i) policies that pay for lost wages; (ii) polices that pay a per-diem amount when disabled or hospitalized; or (iii) policies for loss of life, limb, sight, etc.;

H. Medical coverage under vehicle insurance;

I. Policies that cover only certain specified diseases such as cancer; or

J. Premiums that you or your Spouse are not required to pay.

Section 4: Claims and Appeals Procedures

4.01 General Provisions

A. Exhaustion of Remedies

You must exhaust all of the claims and appeals procedures under the Plan before you bring any action in court or administrative action for benefits. After you have exhausted all of the procedures in this Section and if you are dissatisfied with the written decision of the Board of Trustees on review, you may institute legal action.

If your appeal is denied, no legal action can be brought with respect to a claim under the Plan after 90 days from the date of decision on appeal.

B. Discretionary Decision Making Authority of the Trustees

Subject to the provisions of the Trust Agreement, the Trustees have full and exclusive authority to determine all questions of

coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They have full power to construe the provisions of this Summary Plan Description/Plan Document and the terms used in this booklet. Any such determination and any such construction adopted by the Trustees will be binding upon all of the parties and beneficiaries of this Plan.

No determinations involved in or arising under the Trust Agreement or this Summary Plan Description/Plan Document will be subject to the grievance or arbitration procedure established in any Collective Bargaining Agreement between the Employers and the Union. However, this provision will not affect the rights and liabilities of any of the parties under any Collective Bargaining Agreement.

In carrying out their respective responsibilities under the Fund, the Trustees and/or their delegates have discretionary authority to interpret the terms of the Plan and to interpret any facts relevant to the determination, and to determine eligibility and entitlement to benefits in accordance with the terms of the Plan. Benefits under this Plan will be paid only if the Trustees and/or their delegates decide in their discretion that the applicant is entitled to them. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

4.02 Filing Your Initial Claim for Benefits

A. What is a Claim?

A claim for benefits is a request for Plan benefits that you make in accordance with the Fund's reasonable claims procedures. A request for confirmation of coverage is not a claim if the Premium Expense has not yet been incurred or paid. A general inquiry about eligibility or coverage when no expense has been incurred is not a claim.

B. How to File a Claim

You must submit a claim form to receive reimbursement from the Plan. Claims must include the claimant's full name, the name(s) of the persons covered, Social Security numbers and/or medical I.D. numbers, a copy of the insurance billing notice and proof of payment. Proof of payment consists of a cancelled check, credit or debit card confirmation, or other such proof acceptable to the Trustees or their designated representative.

C. Where to File a Claim

You must file your claim with the Fund Office at the following address:

Retiree Account Claims
IUOE Local 399 Health Reimbursement Account Plan
2260 South Grove Street
Chicago, Illinois 60616

4.03 Initial Claim Determination Timeframes

A. Claim Filing Deadline

A claim is considered to have been filed on the date it is received at the Fund Office, even if the claim is incomplete. Claims are received during regular business hours, Monday through Friday.
You must submit a completed claim form within 15 months of the date the expense was incurred. A Premium Expense is considered incurred on the date it is paid.

B. Claim Processing Timeframes

The time period for making an initial decision on a claim starts as soon as the claim is filed in accordance with the Plan's filing procedures, regardless of whether the Fund has all of the information necessary to decide the claim.

Ordinarily, the Fund will notify you of the decision on your claim within 30 days from the Fund's receipt of the claim. The Fund may extend this period one time for up to 15 days if the extension is necessary due to matters beyond the control of the Fund. If an extension is necessary, the Fund will notify you before the end of the initial 30-day period of the circumstances requiring the extension of time and the date by which the Fund expects to render a decision.

If an extension is needed because the Fund needs additional information from you to process your claim, the extension notice will specify the information needed. In that case you will have 45 days from the time you receive the notification to supply the additional information. If you do not provide the information within that time, your claim will be decided on the basis of the information that the Fund has at that time and your claim may be denied. During the period in which you are allowed to supply additional information, the normal time period for making a decision on the claim will be suspended. The deadline is suspended from the date of the extension notice until either 45 days or until the date you respond to the request (whichever is earlier). The Fund then has 15 days to make a decision and notify you of the determination.

4.04 Notice of Initial Decision

You must be provided with a notice of the initial determination about your claim within certain timeframes after your claim is received. The notice must provide the following information:

A. The specific reason(s) for the denial of benefits or other adverse benefit determination;

B. A specific reference to the pertinent provision(s) of the Plan upon which the decision is based;

C. A description of any additional material or information that is needed to process your claim and an explanation of why the information is needed;

D. A copy of the review procedures and time periods to appeal your claim, and a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review; and

E. If an internal rule, guideline, protocol, or similar criteria was relied on in the process of making a decision on your claim, a copy of that internal rule, guideline, protocol, or similar criteria, or a statement that a copy is available to you at no cost upon request.

4.05 Appeal Procedures

A. Appeal Filing Deadline

You have the right to a full and fair review if your claim for benefits is denied by the Fund. You must file your appeal in writing. You must make your request to the Fund Office within 180 days after receiving a notice of denial. Your application for appeal must be in writing and it must include the specific reasons you feel the denial was improper. You may submit any documents you feel are appropriate, as well as submitting your written statement.

B. Appeal Process

The appeal process works as follows:

1. You have the right to review documents relevant to your claim. A document, record or other information is relevant if:
    a. It was relied upon by the Fund in making the decision;
    b. It was submitted, considered or generated in the course of making the decision (regardless of whether it was relied upon);
    c. It demonstrates compliance with the Fund's administrative processes for ensuring consistent decision-making; or
    d. It constitutes a statement of Plan policy regarding the benefit.

2. Upon request, you will be provided with the identification of medical or vocational experts, if any, that gave advice to the Fund on your claim, without regard to whether their advice was relied upon in deciding your claim.

3. A different person will review your claim than the one who originally denied the claim. The reviewer will not give deference to the initial adverse benefit determination. The decision will be made on the basis of a full and fair review of the record, including such additional documents and comments that you may submit.

C. Timing of Notice of Decision on Internal Appeal

The Board of Trustees will review your appeal within 60 days following receipt of your appeal. Once a decision on review of your claim has been reached, you will be notified of the decision as soon as possible, but no later than five (5) days after the decision has been reached.

4.06 Notice of Decision on Appeal

The Fund will provide you with a written decision on any appeal of your claim. The notice of a denial of a claim on appeal will state the following:

A. The specific reason(s) for the determination;

B. Reference to the specific Plan provision(s) on which the determination is based

C. A statement that you are entitled to receive reasonable access to and copies of all documents relevant to your claim, upon request and free of charge;

D. A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal; and

E. If an internal rule, guideline or protocol was relied upon by the Fund, you will receive either a copy of the rule or a statement that it is available upon request at no charge.

4.07 Authorized Representatives

An authorized representative is the person who can act on the claimant's behalf to file a claim under the Plan. The Fund requires a written statement from the individual that he/she has designated the named individual(s) as the authorized representative along with the representative's name, address and phone number.

If you are unable to provide a written statement, the Plan requires written proof such as a legal power of attorney for health care purposes, or a court order of guardianship or conservatorship showing that the representative has been authorized to act on your behalf. Once the individual names an authorized representative, the Fund must route all future correspondence related to claims and appeals to the authorized representative and not the individual. However, the Fund will make every effort to copy the original claimant where possible. The Fund must honor the designated authorized representative for one year, or as mandated by a court order, before requiring a new authorization. The individual may revoke a designated authorized representative by submitting a signed statement.

The Fund reserves the right to withhold information from a person who claims to be the authorized representative if there is suspicion about the qualifications of the individual claiming to be the authorized representative.

4.08 Benefit Payment to an Incompetent Person

Benefit payments under the Fund may become payable to a person who is adjudicated incompetent or to a person who in the opinion of the Trustees is unable to administer such payments properly because of mental or physical disability. The Trustees may make payments for the benefit of the incompetent person as they deem best. The Trustees will have no duty or obligation to see that the funds are used or applied for the purpose(s) for which paid if they are paid:

A. Directly to such person;

B. To the legally appointed guardian or conservator of such person;

C. To any spouse, child, parent, brother or sister of such person for the welfare, support and maintenance of that person; or

D. By the Trustees directly for the support, maintenance and welfare of such person.

If any question or dispute arises concerning the proper person or persons to whom any payment will be made under the Plan, the Trustees may withhold payment until a binding adjudication of the question or dispute is made. The resolution must be satisfactory to the Trustees in their sole discretion. Alternatively, the Trustees may pay the benefits if they have been adequately indemnified to their satisfaction against any resulting loss.

4.09 Misrepresentation by Participant

If you make a misrepresentation of any information or a matter in connection with a claim for Plan benefits, the Trustees or their representative(s) may deny all or part of the benefits that might otherwise be due.

Section 5: Definitions

5.01 Definition of Plan Terms

This section contains definitions of terms used throughout this booklet. The terms are listed in alphabetical order.

A. **Board of Trustees and/or Trustees** means the Trustees designated in the Trust Agreement, together with their successors designated and appointed in accordance with the Trust Agreement for the International Union of Operating Engineers Local 399 Health and Welfare Trust. The Board of Trustees is the "administrator" of this Plan as that term is used in the Employee Retirement Income Security Act of 1974.

B. **Collective Bargaining Agreement** is any applicable Collective Bargaining Agreement now existing or executed in the future between the Union and an Employer which provides for Contributions to the Trust Fund, as well as any extensions, amendments or renewals thereof.

C. **Contributions** are payments due from, or made by, Employers to the Trust Fund on behalf of their Employees pursuant to the terms of the Collective Bargaining Agreement or pursuant to the terms of another written agreement between the Employer and the Board of Trustees.

D. **Disqualifying Employment** means any employment after retirement that would disqualify a Retiree from receiving his pension benefit from the Central Pension Fund of the International Union of Operating Engineers. The same types of employment that disqualify a Central Pension Fund participant from receiving benefits will also be considered Disqualifying Employment if the Retiree is not a participant in that fund.

E. **Employee** means a person who is working for an Employer who is required under a Collective Bargaining Agreement or other written agreement to make Contributions to the Fund on his behalf.

F. **Employer** means any person, firm, association, partnership or corporation which enters into a Collective Bargaining Agreement with the Union or a participation agreement with the Fund requiring Contributions to be made to the Fund on behalf of the Employees employed by such person, firm, association, partnership or corporation. Employer also means the Union, the International Union of Operating Engineers Local 399 Health and Welfare Trust Fund and the International Union of Operating Engineers Local 399 Education Training Fund for the purpose only of making Contributions to the Fund on behalf of their full-time Employees.

G. **Participant** means an Employee or Retiree, or the surviving Spouse of an Employee or Retiree who is eligible to receive benefits from the Retiree Account Program.

H. **Plan** means this document as adopted by the Trustees and as amended by the Trustees.

I. **Premium or Premium Expenses** means the amount an eligible Retiree or his surviving Spouse must pay for their insured or self-insured health care coverage. The types of premiums considered covered Premium Expenses are described in Section 3.

J. **Retiree or Eligible Retiree** means an individual whose Employer(s) made Contributions on the individual's behalf to this Fund while the individual was an active Employee, and who has now retired and satisfies the eligibility requirements set forth in Section 1.

K. **Retiree Account or Individual Retiree Account** means the individual account maintained for each Employee on whose behalf Employer Contributions are made to the Retiree Account Program.

L. **Spouse** means an Eligible Retiree's legal spouse, provided the Retiree and spouse have been legally married for at least twelve consecutive months.

M. **Trust or Trust Agreement** means the Agreement and Declaration of Trust creating the International Union of Operating Engineers Local 399 Health and Welfare Trust Fund, as amended, supplemented and restated, and all amendments and modifications hereto, thereafter made.

N. **Trust Fund or Fund** means the International Union of Operating Engineers Local 399 Health and Welfare Trust.

O. **Union** means the International Union of Operating Engineers Local 399, and any other union whose Collective Bargaining Agreement requires Contributions to the Fund.

Section 6: Additional Plan Information

6.01 Plan Name

International Union of Operating Engineers Local 399 Health Reimbursement Account Plan, also known as the Retiree Account Program.

6.02 Board of Trustees

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives, selected by the Employers and the Union which have entered into Collective Bargaining Agreements or another written agreement relating to this Plan. If you wish to contact the Board of Trustees, you may use the address and the phone number below:

Board of Trustees of the International Union of Operating Engineers Local 399
Health Reimbursement Account Plan (HRA)
2260 South Grove Street • Chicago, Illinois 60616
(312) 372-9870 Option #3

As of the date of this Restatement, the Trustees are as follows:

Union Trustees	Employer Trustees
Ms. Valerie Colvett IUOE Local 399 Health and Welfare Fund 2260 S. Grove Street Chicago, IL 60616	Ms. Laura Bossert CBRE 321 North Clark, 34th Floor Chicago, IL 60654
Mr. Patrick Kelly IUOE Local 399 Health and Welfare Fund 2260 S. Grove Street Chicago, IL 60616	Mr. Eric Centazzo Marriott International 615 Castlewood Lane Deerfield, IL 60015
Mr. Roger McGinty IUOE Local 399 Health and Welfare Fund 2260 S. Grove Street Chicago, IL 60616	Ms. Maureen Ehrenberg Blue Skrye 6472 Tower Court Lincolnwood, IL 60712

6.03 Plan Sponsor and Administrator

The Board of Trustees is the Plan Sponsor and Plan Administrator.

6.04 Plan Numbers

The Plan number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 501.

The Employer Identification Number assigned to the Board of Trustees by the Internal Revenue Service is 47-1259234.

6.05 Agent for Service of Legal Process

Mr. William P. Callinan
Johnson & Krol, LLC
311 S. Wacker Drive, Suite 1050
Chicago, Illinois 60606

Service of legal process may also be made on the Board of Trustees or any individual Trustee at the address listed above.

6.06 Source of Contributions

The benefits described in this booklet are provided through Employer Contributions. The amount of Employer Contributions and the Employees on whose behalf Contributions are made are determined by the provisions of the Collective Bargaining Agreements.

6.07 Collective Bargaining Agreement

The Fund is maintained in accordance with Collective Bargaining Agreements between various Employers and the International Union of Operating Engineers Local 399. Other agreements may be in effect from time to time. The agreements specify the Contributions required.

The Fund Office will provide you, upon written request, information as to whether a particular Employer is contributing to this Fund on behalf of participants working under a Collective Bargaining Agreement or a list of participating Employers.

6.08 Trust Fund

All assets are held in Trust for the purpose of providing benefits to Retirees and their Spouses and defraying reasonable administrative expenses. All of the benefits are provided on a self-funded basis.

The Fund's assets are managed by professional asset managers selected by the Board of Trustees.

6.09 Discretionary Authority

In carrying out their respective responsibilities under the Plan, the Trustees and/or their delegates have discretionary authority to interpret the terms of the Plan and to interpret any facts relevant to the determination, and to determine eligibility and entitlement to benefits. Benefits under this Plan will be paid only if the Trustees and/or their delegates decide in their discretion that the applicant is entitled to them. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

6.10 Plan Year

The records of the Plan are kept separately for each plan year. The Plan Year begins on June 1 and ends on May 31.

6.11 Type of Plan

This Plan is maintained for the purpose of providing reimbursements for covered premium expenses for eligible Retirees.

6.12 Gender

Except as the context may specifically require otherwise, use of the masculine gender will be understood to include both masculine and feminine genders.

6.13 Assignment

No Retiree or Spouse entitled to any benefits under this Plan shall have the right to assign, alienate or impair in any manner his legal or beneficial interest, or any interest in assets of the Fund, or benefits of this Plan. Neither the Fund nor any of the assets thereof, shall be liable for the debts of any Retiree or Spouse entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceedings.

Notwithstanding the above, the Fund shall have the sole discretion to choose to pay benefits to the service provider on behalf of a Retiree and/or a Spouse upon authorization of such payment by the execution of a claim form assignment statement. The Fund does not guarantee the legal validity or effect of such assignment, nor does it guarantee that it will choose to honor all or any such authorizations.

6.14 Amendment and Termination

You do not earn a vested right to health benefits. The Trustees expressly reserve the right, in their sole discretion, acting in ac-

cordance with the provisions of the Trust Agreement regarding Trustee acts, to amend or terminate the Plan in whole or in part at any time.
The Plan may be terminated under circumstances allowed by ERISA and the terms of the governing Trust Agreement. If the Trustees amend or terminate the Plan, they will notify you in writing of the changes that are made to your coverage.

6.15 Severability Clause

If a provision of the Trust Agreement or the Plan or any amendment made to the Trust Agreement or to the Plan is determined or judged to be unlawful or illegal, such illegality will apply only to the provision in question and will not apply to any other provisions of the Trust Agreement or the Plan.

6.16 Governing Law

To the extent not preempted by ERISA, the Plan and each of its provisions shall be construed and their validity determined by the laws of the State of Illinois.

6.17 Recovery of Benefits Paid in Error

If for any reason, any benefit paid to a covered person under this Plan is determined to have been in error, or wholly or partially in excess of the amount to which such payee was entitled to receive under the Plan, the Trustees may collect such erroneous benefit payment or overpayment by any remedy as the law may provide.

6.18 HIPAA Privacy Policy

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that health plans protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in the Plan's privacy notice. The privacy notice is available from the Fund Administrator.

This Plan and the Plan Sponsor will not use or further disclose information ("protected health information") that is protected by HIPAA, except as necessary for treatment, payment, health plan operations and plan administration or as permitted or required by law. In particular, the Fund will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan. The Fund also hires professionals and other companies to assist it in providing health care benefits. The Fund will require all of its business associates to also observe HIPAA's privacy rules.

You will have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You will also have the right to file a complaint with the Fund or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

This Fund maintains a privacy notice, that provides a complete description of your rights under HIPAA's privacy rules. Please contact the Fund Office if:

1. You need a copy of the privacy notice;
2. You have questions about the privacy of your health information; or
3. You wish to file a complaint under HIPAA.

6.19 HIPAA Security Procedures

The Fund will comply with the security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160, 162 and 164 (the "Security Regulations"). The Board of Trustees shall, in accordance with the Security Regulations:

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the protected health information (PHI) that it creates, receives, maintains or transmits on behalf of the Plan.
2. Ensure that "adequate separation" is supported by reasonable and appropriate security measures. "Adequate Sep-

aration" means the Board of Trustees will use PHI only for Plan administration activities and not for employment-related actions or for any purpose unrelated to Plan administration. Any employee or fiduciary of the Fund who uses or discloses PHI in violation of the Plan's security or privacy policies and procedures or this Plan provision shall be subject to the Plan's sanction policy.

3. Ensure that any agent or subcontractor to whom it provides PHI agrees to implement reasonable and appropriate security measures to protect the information.
4. Take appropriate action related to any Security Incident of which it becomes aware.

The above HIPAA Security Procedures do not apply to PHI (1) that the Plan receives pursuant to an appropriate authorization (as described in 45 C.F.R. § 164.504(f)(1)(ii) or (iii)) or (2) that qualifies as Summary Health Information and that the Fund receives for the purpose of either (a) obtaining premium bids for providing health insurance coverage under the Plan or (b) modifying, amending or terminating the Plan (as authorized under 45 C.F.R. §164.508). Unless defined otherwise in this booklet, all capitalized terms in this provision have the definition given to them by the Security Regulations which are incorporated herein by reference.

6.20 The Fund's Use and Disclosure of Your Protected Health Information

A. How the Fund Uses and Discloses Your Protected Health Information

The Fund will use your PHI to the extent and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Fund will use and disclose your PHI as required by law and as permitted by your authorization or the authorization of your beneficiary. With an authorization, the Fund will disclose PHI to any reciprocal benefit plans or workers' compensation insurers for purposes related to administration of those plans.

B. The Fund's Disclosure of Protected Health Information to the Board of Trustees

For purposes of this Section, the Board of Trustees is the Plan Sponsor. With respect to PHI, the Plan Sponsor agrees to:

1. Not use or further disclose the information other than as permitted or required by this Summary Plan Description/Plan Document, or as required by law;
2. Ensure that any agents, including a subcontractor to whom the Plan Sponsor provides PHI received from the Fund, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
3. Not use or disclose the information for employment-related actions and decisions unless authorized by the individual;
4. Not use or disclose the information in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by the individual;
5. Report to the Fund any use or disclosure of the information of which it becomes aware that is inconsistent with the uses or disclosures provided for in this document;
6. Make PHI available to the individual in accordance with the access requirements of HIPAA;
7. Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
8. Make the information available that is required to provide an accounting of disclosures;
9. Make internal practices, books and records relating to the use and disclosure of PHI received from the Fund available to the Secretary of HHS for the purposes of determining compliance by the Fund with HIPAA;
10. If feasible, return or destroy all PHI received from the Fund that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made. If return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible.

Adequate separation between the Fund and the Plan Sponsor will be maintained. Therefore, in accordance with HIPAA, only the following employees or classes of employees will be given access to PHI.

1. The Plan Administrator; and
2. Staff designated by the Plan Administrator.

The persons described above will only have access to and will only use and disclose PHI for Plan administration functions that the Plan Sponsor performs for the Fund. If these persons do not comply with this Summary Plan Description/Plan Document, the Plan Sponsor will provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

6.21 Statement of ERISA Rights

As a Participant of the Retiree Account Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan Participants are entitled to the following rights.

A. Receive Information About Your Plan and Benefits

You have the right to:

1. Examine, without charge, at the Plan Administrator's office, all documents governing the Plan. These include insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may assess a reasonable charge for the copies.

3. Receive a summary of the Fund's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

B. Continue Group Health Plan Coverage

You or your Spouse may also have the right to continue coverage if there is a loss of coverage under the Plan as a result of a Qualifying Event. You or your Spouse may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA Continuation Coverage rights.

C. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and beneficiaries. No one, including your Employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

D. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Fund and do not receive them within 30 days, you may file a lawsuit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a lawsuit in a court. You must exhaust all of the Plan's claims and appeals procedures before filing a lawsuit. If it should happen that Plan fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file a lawsuit. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

E. Receive Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or:

The Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

You may also find answers to your Plan questions, your rights and responsibilities under ERISA and a list of EBSA field offices by contacting the EBSA:

1. By calling (866) 444-3272;

2. Sending electronic inquires to www.askebsa.dol.gov; or

3. Visiting the website of the EBSA at www.dol.gov/ebsa.

THIS PAGE INTENTIONALLY BLANK

THIS PAGE INTENTIONALLY BLANK