

## **AMENDMENT TO THE 4<sup>TH</sup> DISTRICT IBEW BUILDING TRADES PLAN**

The Board of Trustees for the 4<sup>th</sup> District IBEW Health Fund has the authority to modify and amend the Plan as needed to better serve the interests of all Participants and Beneficiaries. The Board of Trustees, after consultation with their administrator and professional advisors, finds it necessary to amend the 2019 Building Trades Plan Summary Plan Description.

\* \* \* \*

### **AMENDMENT**

Effective December 12, 2019, a new subsection shall be added to the end of the section titled "When Coverage Ends," found on pages 12-13 of the Summary Plan Description, as follows:

#### **Withdrawal of a Participating Group**

In the event that your Local Union or group of Employers leaves the Plan, your coverage will terminate immediately; provided however, if the Trustees determine reserve assets are sufficient to do so, your remaining Dollar Bank assets may be used to purchase coverage for you and your Dependents (if any) for three (3) calendar months immediately following the last day of the month for which Employer contributions are made on your behalf. Any participants without sufficient Dollar Bank assets may make self-payments to maintain coverage during the three (3) month transition period. You and your Dependents may maintain coverage for a maximum of three (3) total calendar months following the last day of the month for which Employer contributions are made to the Plan. Following this transition period, any remaining Dollar Bank balances will be cancelled and returned to the general assets of the Plan. You may only participate in this three (3) month transition period if you were a participant working under a collective bargaining agreement or were a non-bargained participant with a Dollar Bank account.

Additionally, assets in your Health Reimbursement Arrangement account may be used to pay for qualifying expenses incurred prior to the date your coverage ends. Twelve months following your termination of coverage, any remaining HRA assets will be forfeited and returned to the general assets of the Plan.

Following the transition period (if any), the coverage and self-payment rights for any participants, dependents, retirees, surviving spouses, and/or COBRA participants affiliated with the withdrawing group will be terminated. It shall be the sole responsibility of the withdrawing group to secure health coverage for such individuals.

\* \* \* \*

Effective March 12, 2020, a new paragraph shall be added to the end of the subsection titled "HRA Eligibility," found on page 20 of the Summary Plan Description:

After termination of your HRA eligibility, assets in your HRA may be used to pay for qualifying expenses incurred prior to the date eligibility ends. Twelve months following the termination of eligibility, any remaining HRA assets will be forfeited and returned to the general assets of the Plan.

\* \* \* \*

Effective March 12, 2020, the fourth paragraph of the subsection titled "Using Your HRA," found on pages 20-21 of the Summary Plan Description, shall be modified as follows:

You may submit qualified expenses you incur each Coverage Period. A new Coverage Period begins each Calendar Year, and an expense is considered "incurred" when the service is performed, not when you pay for the service. You must submit all qualified expenses no later than 12 months from the date on which the qualified expense was incurred. All claims must be filed within 12 months from the date the claim was incurred, otherwise they will be denied as untimely.

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**IN WITNESS WHEREOF**, The Trustees have set their hands this 12th day of March, 2020.

**EMPLOYER TRUSTEES**

*haci*

*T. J. E.*

*[Signature]*

*John S. Fy (TRUSTEE)*

**UNION TRUSTEES**

*Willie S. Hail*

*Jim Gillette*

*of the Union*

*Jay Ferrell*