

# **National IAM Benefit Trust Fund**

**Effective July 1, 2015**

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## INTRODUCTION

This document, together with other documents incorporated by reference in Appendix A, constitute the plan document for the National IAM Benefit Trust Fund (Plan). The Plan was originally effective August 23, 1973, and this document applies to benefits provided on and after July 1, 2015. This document replaces all prior wraparound documents.

It is the intent of the Board of Trustees that the Plan meets all applicable requirements of the Internal Revenue Code of 1986, as amended, and Employee Retirement Income Security Act of 1974, as amended, and any other applicable law.

The documents incorporated by reference into this document may be amended or terminated at any time without the need for formal amendment of this Plan document.

## ARTICLE I: GENERAL PROVISIONS

1.01 DEFINITIONS: The following words and phrases have the meaning indicated below unless a different meaning is plainly required by the context.

- a. Administrator: The Board of Trustees, unless another entity or person is designated by the Board of Trustees as the Administrator within the meaning of ERISA section 3(16).
- b. Beneficiary: A person a Participant designates as a beneficiary under a Health and Welfare Program or who is or may become entitled to a benefit under a Health and Welfare Program.
- c. Board of Trustees: The governing body consisting of an equal number of union representatives and Employer representatives.
- d. Claims Administrator: Any third party administrator, insurance company, or other organization or individual to which Board of Trustees or the Administrator delegates the duty to process and/or review claims for benefits under a Health and Welfare Program.
- e. COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including any applicable regulations and rulings.
- f. Code: The Internal Revenue Code of 1986, as amended, including any applicable regulations and rulings.
- g. Dependent: Any individual, other than the Employee, who is designated as a Dependent under the terms of a Health and Welfare Program and who is eligible for benefits under the terms of a Health and Welfare Program.
- h. Employee: Any individual who is employed in a covered position by an Employer and eligible to receive benefits under the terms of a Health and Welfare Program. An unincorporated sole proprietor or partner in a partnership cannot be treated as an Employee under the Plan.
- i. Employer: Any Employer obligated under a collective bargaining agreement, a Participation Agreement, or other signed agreement to make contributions to the Plan on its Employees' behalf.
- j. ERISA: The Employee Retirement Income Security Act of 1974, as amended, including any applicable regulations or rulings.
- k. Health and Welfare Program: A written arrangement incorporated into this Plan that the Board of Trustees offers which provides any employee benefit that would

be treated as an employee welfare benefit plan under ERISA section 3(1). The Health and Welfare Programs that the Board of Trustees may choose to offer under the Plan are those listed in Section 1.03(a).

- l. HIPAA: The Health Insurance Portability and Accountability Act of 1996, as amended, including any applicable regulations and rulings.
- m. Insurance Documents: Collectively, the insurance contract, policy, certificate, or summary describing the Health and Welfare Program benefits, and applicable terms and conditions for such benefits, provided by an insurance company.
- n. Medical Benefits: Any benefit that is offered under a welfare benefit plan as 213(d).
- o. Participant: Any Employee who is participating in the Plan.
- p. Participation Agreement: An agreement providing for coverage under the Plan.
- q. Plan: The National IAM Benefit Trust Fund, as amended from time to time.
- r. Plan Year: The 12 month period commencing October 1 and ending September 30.
- s. Renewal Date. The first day of the twelve month period for which Employer contributions are set.
- t. Retiree: A person who formerly qualified as an Employee, who has retired from active employment while covered by this Plan, and on whose behalf the Employer continues to make the required contributions to the Plan, but only if the particular collective bargaining agreement or Participation Agreement allows for Retiree coverage.
- u. Spouse: The person to whom an Employee is married under a state law that recognizes the marriage.
- v. Summary Plan Description or SPD: The summary describing the benefits provided by the Health and Welfare Programs under this Plan.
- w. Trust: The bank account(s) in which Plan assets are held.

#### 1.02 BENEFITS AND FUNDING:

- a. Benefits: The following Health and Welfare Programs are provided under the Plan for Employees, Spouses, and Dependents:
  - (i) The Medical Benefits; and

(ii) The Non-Medical Benefits listed in Section 3.01.

- b. **Contributions:** The amount of any Employer Contributions is set immediately before an Employer begins contributing to the Plan and on each subsequent Renewal Date.
- c. **Funding:** The Plan's benefits are either insured (funded through the purchase of group insurance or contracts) or self-funded (funded from Trust assets). Where the benefits are insured, the insurance company is responsible for making all benefit payments. To determine whether a specific Welfare Program is insured or self-funded, see the applicable SPD.

### 1.03 ELIGIBILITY, ENROLLMENT, AND PARTICIPATION:

- a. **Eligibility:** Unless otherwise provided in specific Insurance Documents, eligibility for each Health and Welfare Program is described in the SPD or Participation Agreement. The Administrator may require Employees to provide proof that each Spouse, and/or Dependent is eligible for coverage. If the Administrator determines that the Employee has enrolled a Spouse, or Dependent who is not eligible for coverage, the Insurance Documents or SPD will determine the coverage and enrollment status of the ineligible Spouse or Dependent.
- b. **Enrollment and Disenrollment:** An eligible Employee may enroll, re-enroll, or dis-enroll in the Plan by submitting an electronic or paper election form either to the Plan or his or her Employer, subject to any special rules established by the Employer with respect to Employee pre-tax contributions.
  - Other specific enrollment and disenrollment rules (including special enrollment rights) for each Health and Welfare Program are described in the applicable Insurance Documents and/or the SPD.
- c. **Rehired Employees:** These rules are described in the Insurance Documents and/or SPD.
- d. **Benefits During a Leave of Absence:** If a Participant goes on a leave under the Family and Medical Leave Act of 1993 (FMLA) or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), to the extent required by either, the Participant's existing coverage under the Plan will continue on the same terms and conditions as though he were still an active Employee. The rules regarding continuing benefits coverage during a leave of absence are described in the Insurance Documents, SPD and/or an Employer's Participation Agreement.
- e. **Evidence of Insurability:** Some Health and Welfare Programs may require evidence of good health before an Employee, Spouse or Dependent is allowed to



enroll in coverage or upgrade his or her coverage. The rules regarding evidence of insurability are described in the applicable Insurance Documents.

- f. When Coverage Begins: Coverage will begin as provided in the Insurance Documents, SPD and/or the Participation Agreement.
- g. When Coverage Ends: Coverage will terminate as described in the Insurance Documents, SPD and/or the Participation Agreement. To the extent allowed by applicable law, the Administrator, in its sole and absolute discretion, may require a Participant or Beneficiary to repay the Plan (either directly or by offsetting future benefits) for benefits already paid, if the Participant, or his or her Spouse and/or Dependent, obtains or attempts to obtain benefits (for themselves or any other individual) by means of fraudulent information, acts, or omissions or intentional misrepresentation of material fact. In such case, coverage under this Plan may be rescinded retroactively or cancelled prospectively at the Administrator's discretion. In the case of retroactive cancellation, coverage will not be rescinded until the Administrator provides 30 days' notice to the affected Participant.
- h. Continuation of Coverage: Participants, Spouses and Beneficiaries are entitled to continue participation in Medical Benefits under COBRA and certain laws governing the availability of benefits during a Leave of Absence, as described in the applicable SPD.
- i. Rights of Conversion and Portability: Some Health and Welfare Programs offer conversion or portability options, as described in the applicable Insurance Documents.

#### 1.04 ADMINISTRATION AND FIDUCIARY PROVISIONS:

- a. Plan Settlor Functions: The Board of Trustees has full discretionary authority with respect to decisions regarding the legal and tax status of the Plan, the Plan's funding, and amending or terminating the Plan. In making such decisions, the Board of Trustees will be acting in a settlor capacity and not as an ERISA fiduciary.
- b. Fiduciary Responsibilities: The Administrator will act as the Administrator under ERISA section 3(16) and will be the named fiduciary for purposes of ERISA section 402(a)(1) with authority to control and manage the operation and administration of the Plan.
  - Each insurance company that issued a contract or policy for a Health and Welfare Program will, with respect to that Health and Welfare Program, be the named fiduciary and have full discretion and final authority to construe and interpret the Insurance Documents for that Health and Welfare Program and to decide all questions of eligibility for specific



benefits and payment of any benefits within the terms of such Insurance Documents. An insurance company's interpretation of its contract or policy as to eligibility for specific benefits and the amount of benefits will be binding and conclusive on all persons.

c. Duties of the Administrator: The Administrator will have the duties and obligations to carry out the terms and conditions of the Plan, including the powers necessary and appropriate to administer the Plan and any Health and Welfare Program. With the discretionary authority authorized by Subsection 1.04(d), the duties and powers of the Administrator will include, but will not be limited to, the following:

- (i) Make and enforce rules and regulations as it deems necessary or proper for the administration of the Plan, including the establishment of any claims procedures;
- (ii) Construe and interpret the Plan, SPD, Health and Welfare Programs, and all other plan documents;
- (iii) Decide all questions concerning the Plan, SPD, Health and Welfare Programs, and all other plan documents, and the eligibility of any eligible Employee or any other person claiming entitlement to participate in the Plan;
- (iv) Make factual findings and resolve ambiguities in connection with the interpretation of the Plan, SPD, Health and Welfare Programs, and all other Plan documents;
- (v) Delegate, in writing, its responsibilities under the Plan as it deems necessary or appropriate;
- (vi) Engage attorneys, actuaries, accountants, consultants, third-party administrators, independent medical examiners, or other persons to give advice or to perform services with regard to its responsibilities under the Plan;
- (vii) Compromise, settle, or release claims or demands in favor of or against the Plan or the Administrator;
- (viii) Take any such action the Administrator deems appropriate, to comply with applicable law. Such actions may include, without limitation, a modification of benefits, contributions, coverage, or elections, all without the consent of or notification to affected Employers and/or Participants; and
- (ix) Adopt rules and regulations and make administrative decisions regarding the administration of the Plan and Health and Welfare Programs, which the Administrator may amend, modify, or rescind.

d. Administrator's Discretionary Authority: The Administrator (or its delegate) has the sole and absolute discretionary authority to perform its duties and exercise its

powers described in Subsection 1.04(c). The Administrator's decisions will be conclusive and binding on all persons, including but not limited to any Employee, Participant, Spouse, Dependent, Beneficiary, or an Employer. Decisions will be made in accordance with the governing Plan documents. Benefits will be paid only if the Administrator or its delegate determines, in its discretion, that the applicant is entitled to them.

- e. Indemnification: The Board of Trustees agrees to defend and hold harmless, to the fullest extent permitted by law, any employee serving as the Administrator or designated to act in the capacity of the Administrator and any employee or former employee who formerly served as the Administrator or was designated to act in the capacity of the Administrator against all liabilities, damages, costs and expenses, including attorney's fees and amounts paid in settlement of any claims approved by the Board of Trustees, occasioned by any act or omission to act in connection with the Plan, to the extent that such act or omission was made in good faith.

- 1.05 CLAIMS AND APPEALS PROCEDURES: The rules regarding claims for benefits and appeals of adverse benefit determinations, including external review as applicable, for each Health and Welfare Program are described in the applicable Insurance Documents and the SPD.
- 1.06 RIGHT OF RECOVERY AND SUBROGATION: The Plan has a right of recovery of certain payments made or owed to a Participant by a third party. The Plan also has any right of subrogation of claims against a third party. The provisions governing the Plan's right of recovery and subrogation are described in the Insurance Documents and/or SPD.
- 1.07 ASSIGNMENT OF BENEFITS: Except to the extent required by law and/or specifically authorized by Insurance Documents and/or SPDs, no benefit payable at any time under the Plan will be assignable or transferable, or subject to any lien, in whole or in part, either directly or otherwise, including, but not limited to, execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner. No benefit payable under the Plan will be liable for, or be subject to, any obligation or liability of any Participant. If any Participant entitled to a benefit under the Plan attempts to, or does, alienate, sell, transfer, assign, pledge, or otherwise encumber any benefit, or any part, or if by reason of his or her bankruptcy, or other event happening at any time, such benefit would transfer to anyone else or would not be enjoyed by him or her, then the Administrator, in its discretion, may terminate the Participant's interest in any such benefit, and hold or apply it to or for his or her benefit, or the benefit of his or her Spouse or other Dependents, or any of them, in such manner as the Administrator may deem proper and in accordance with law.
- 1.08 PARTICIPANT RESPONSIBILITIES: Each Participant will be responsible for providing the Administrator with the Employee's and each Spouse's, Dependent's or Beneficiary's current address. A Participant who is eligible for medical coverage under the Plan must provide the Administrator with his or her Social Security number and the

Social Security number of any Spouse or Dependent. Information may be provided through an Employer or directly to the Administrator. Any payments made under the Plan, or notices required or permitted to be given under the Plan, will be deemed provided if directed to such address and mailed by regular United States mail or delivered by another method allowed by ERISA. The Administrator will not have any obligation to locate a Participant, Spouse or Beneficiary, or to confirm that the payments or notices were received. If a Participant, Spouse or Beneficiary becomes entitled to a payment under this Plan and the payment is delayed or cannot be made because:

- (a) the current address according to Administrator's records is incorrect;
- (b) the Participant, Spouse or Beneficiary fails to respond to the notice sent to the current address according to Administrator's records;
- (c) of conflicting claims to such payments; or
- (d) of any other reason.

The amount of the payment will not include of any interest or earnings.

1.09 EXAMINATION OF RECORDS: The Administrator will make available to each Participant or Beneficiary certain Plan documents and information as required by ERISA and the Administrator may charge a reasonable rate for the copies.

1.10 AMENDMENT AND TERMINATION: The Board of Trustees reserves the absolute right to amend or terminate the Plan at any time, in whole or in part, for any reason or for no reason. The Board of Trustees may also amend or terminate any Health and Welfare Program. Such amendment or termination of a Health and Welfare Program will not require the formal amendment of this Plan document.

No amendment will change the terms and conditions of payment of any benefits to which Participants and covered Spouses and/or Dependents otherwise have become eligible for under the Plan, unless such amendment is made to comply with federal or local laws.

1.11 MISCELLANEOUS PROVISIONS:

- a. Exclusive Benefit: This Plan has been established for the exclusive benefit of Participants and Beneficiaries, and except as otherwise provided, all contributions under the Plan may be used only for such purpose.
- b. Limitation of Rights: Neither the establishment or the existence of the Plan, or any modification, will operate or be construed to do either of the following:
  - (i) give any person any legal or equitable right against the Board or Trustees, except as expressly provided in the Plan document or required by law; or



- (ii) create a contract of employment with any Employee, obligate the Employer to continue the service of any Employee, or affect or modify the terms of an Employee's employment in any way.
- c. Governing Law: The Plan is governed by the Code, ERISA, and, to the extent not preempted by federal law, the laws of the District of Columbia.
- d. Provisions of Plan Binding on Participants and Beneficiaries: Each Participant and Beneficiary is bound by the terms of this Plan and all amendments.
- e. No Guarantee of Tax Consequences: Neither the Administrator, an Employer or the Board of Trustees makes any commitment or guarantee that any amounts paid to or for the benefit of the Participant under this Plan will be excludable from the Participant's gross income for federal or state income or FICA tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant.
- f. Severability: If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if the invalid or unenforceable provision was not included.
- g. Captions: The captions in this Plan document are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan or in any way will affect the Plan or the construction of any provision.
- h. Expenses: The expenses of administering the Plan will be paid by the Plan through the Trust.

## ARTICLE II: MEDICAL BENEFITS

2.01 COORDINATION OF BENEFITS: Coordination of benefits applies whenever a Participant has coverage under more than one plan that provides Medical Benefits. The coordination of benefits rules applicable to Medical Benefits are described in the Insurance Documents and/or the SPD.

2.02 PARTICIPANT RIGHTS:

a. HIPAA:

- (i) Scope: The provisions of this Section 2.02(a) will apply only to those portions of the Plan that are a group health plan under the Privacy Rule,

as described in HIPAA and 45 CFR Parts 160 and 164. This Section only applies to the extent the Plan must protect the privacy of Protected Health Information (PHI), as defined in the Privacy Rules. Terms used in this Section and not otherwise defined will have the meaning provided in the Privacy Rule.

- (ii) HIPAA Privacy Policies: The Plan may disclose PHI to the Board of Trustees or Employees of an Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to the Privacy Rules.

The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with the Privacy Rule. The applicable claims procedures under the Plan will be used to resolve any issues of non-compliance by such individuals. By adopting this Plan, the Board of Trustees certifies that, to the extent required by the Privacy Rule, the Board of Trustees will:

- a) not use or further disclose PHI other than as permitted or required by the Plan documents and permitted or required by law;
- b) reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to it or on behalf of the Plan, in accordance with the Privacy Rule;
- c) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- d) ensure that any agents including a subcontractor to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Board of Trustees with respect to such information;
- e) not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan;
- f) report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- g) make available to Plan Participants their PHI in accordance with the Privacy Rule;
- h) make available PHI for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule;

- i) make available the information required to provide an accounting of disclosures in accordance with the Privacy Rule;
- j) make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with the Privacy Rule;
- k) if feasible, return or destroy all PHI received from the Plan that the Board of Trustees maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- l) ensure the adequate separation required by the Privacy Rule; and
- m) comply with the notification requirements in the case of a breach of unsecured PHI, in accordance with Section 13402 of the Health Information Technology for Economic and Clinical Act (HITECH Act) and the regulations and other guidance issued thereunder.

The Plan will only disclose PHI to the Board of Trustees if the Board of Trustees has certified the prior statements.

- (iii) Required Separation between the Plan and the Board of Trustees: In accordance with the Privacy Rule, the Plan's privacy policy describes the Employees, classes of Employees, or workforce members under the control of the Board of Trustees who may be given access to individuals' PHI received from the Plan.

These individuals will have access to individuals' PHI solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with the Employer) for any use or disclosure of individuals' PHI in violation of, or noncompliance with, the provisions of this Section.

The Board of Trustees, or designees, will promptly report any such breach, violation, or non-compliance to the Plan and will cooperate with the Plan to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any deleterious effect of the violation or noncompliance.

- (iv) Reporting of Security Incidents: The Board of Trustees, or its designees, will report to the Plan any Security Incidents of which it becomes aware as described below:



- a) The Board of Trustees, or its designees, will report to the Plan, within a reasonable time after the Board of Trustees becomes aware, any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of the Plan's Electronic PHI; and
  - b) The Board of Trustees, or its designees, will report to the Plan any other Security Incident on an aggregate basis every calendar quarter or more frequently upon the Plan's request. The Board of Trustees will have a reasonable period of time after learning of a Security Incident to report any successful attempt to the Plan, but can aggregate the data relating to unsuccessful attempts and report that information to the Plan on a less frequent basis.
  - c) For this purpose, "Security Incidents" has the meaning set forth the Privacy Rule.
- b. Qualified Medical Child Support Orders: The Board of Trustees has policies and procedures describing qualified medical child support orders, which are incorporated by reference into this document.
  - c. Special Enrollment Rights: Employees, Spouses and Dependents who gain or lose eligibility for enrollment in Medical Benefits have special enrollment and disenrollment rights, as described in the Insurance Document and/or SPD.
  - d. Non-Grandfathered Coverage: No Medical Benefits provided under this Plan are treated as grandfathered for purposes of complying with the Patient Protection and Affordable Care Act.

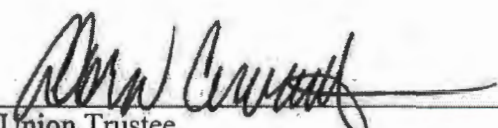
### **ARTICLE III: NON-MEDICAL BENEFITS**

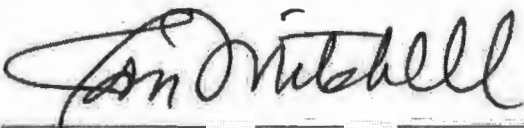
3.01 GENERALLY: An insured Health and Welfare Program that provides benefits described in this Article remains subject to the terms of the Insurance Documents, which are incorporated into this document. In addition to the benefits described elsewhere in this Plan, the Employer provides the following group benefits under one or more Health and Welfare Program(s):

- (a) disability insurance;
- (b) life insurance;
- (c) accidental death and dismemberment insurance.

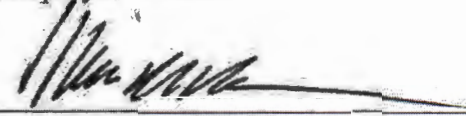
**ARTICLE IV: ADOPTION OF THE PLAN**

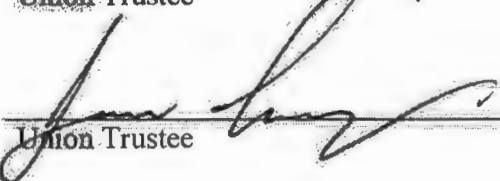
IN WITNESS WHEREOF, the Board of Trustees has caused this instrument to be executed effective as of July 8, 2015.


  
Union Trustee

  
Employer Trustee

  
Union Trustee

  
Employer Trustee

  
Union Trustee

  
Employer Trustee

## **APPENDIX A: DOCUMENTS INCORPORATED BY REFERENCE**

The following are the documents that are incorporated by reference:

- The SPDs for the medical, dental, vision, disability and life coverage.
- The Insurance Contract between the Board of Trustees and the Cigna Group Insurance, under a contract with Life Insurance Company of North America.

**FIRST AMENDMENT TO THE  
PLAN DOCUMENT EFFECTIVE JULY 1, 2015  
FOR THE NATIONAL I.A.M. BENEFIT TRUST FUND**

**WHEREAS**, Article 1.10 of the National I.A.M. Benefit Trust Fund Plan Document, effective July 1, 2015 gives the Board of Trustees (Trustees) of the National I.A.M. Benefit Trust Fund the power to amend the Plan at any time; and

**WHEREAS**, the Trustees have agreed to amend the Plan Document as described herein.

**NOW THEREFORE**, the Trustees of the National I.A.M. Benefit Trust Fund hereby amend the Plan Document as follows:

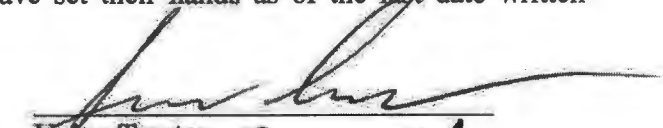

Effective January 1, 2018 Article 1.01(r) is amended to read:

r. Plan Year: The 12 month period commencing January 1 and ending December 31.

**IN WITNESS WHEREOF**, the undersigned have set their hands as of the last date written below.

Date: December 8, 2016

Date: December 8, 2016

  
Union Trustee  
  
Employer Trustee