

**IRON WORKERS LOCAL 207  
VOLUNTARY EMPLOYEE BENEFIT  
ASSOCIATION PLAN AND  
SUMMARY PLAN DESCRIPTION**

TO: Our Eligible Employees and Their Dependents

November, 2013

We are pleased to provide you with this Summary Plan Description and Plan as adopted by the Ironworkers Local 207 Voluntary Employee Benefit Association's Board of Trustees. It describes the benefits provided for you and your Eligible Dependents under the Ironworkers Local 207 Voluntary Employee Benefit Association Plan.

It is important to read this Plan and Summary Plan Description so that you will know how you become and stay eligible for benefits, and to understand the types of benefits provided.

### **BENEFITS**

Eligible Employees are provided with Dental and Vision benefits and benefits for payments of deductibles, co-payments and self-contributions required by the Mahoning and Trumbull County Building Trades Insurance Fund.

### **PLAN CHANGES**

From time to time, you will receive supplemental notices about changes to the Plan. You should review these notices and refer to them as they may affect your entitlements.

### **FILING CLAIMS**

All claims should be filed with the Plan Administrator at:

Ironworkers Local 207 Voluntary Employee Benefit Plan  
33 Fitch Boulevard  
Austintown, Ohio 44515  
330-270-0453  
1-800-589-8041

### **TRUSTEE DECISIONS**

The Board of Trustees maintains the sole and exclusive right to determine the eligibility requirements for participation in the Plan. The Trustees maintain the sole and exclusive right to alter, amend or terminate any or all portions of the benefit program by the Plan and to determine the cost to be charged for the benefits and coverage provided. **No Eligible Person - active, disabled or retired - has any vested rights to benefits or coverage.**

## **PLAN REPRESENTATIONS**

Only the Board of Trustees has the authority to interpret and answer questions regarding eligibility for participation in the Plan. However, the Plan Administrator has been given discretion by the Board of Trustees to interpret the Plan documents and answer questions regarding Plan benefits. No Union or Employer representative, Trustee, business agent or other individual has the authority to answer questions and/or interpret the provisions or the types of benefits, amount, duration or nature provided by the Plan unless such individual has been given written authority by the Board of Trustees and is acting on its behalf.

## **CHANGES OF ADDRESS AND STATUS**

You must keep the Plan Office advised, in writing, every time you change your address. Do not depend on anyone but yourself to make this notification. If we do not have your current address you may miss important announcements, notices of eligibility for or terminations of coverage.

You also have the responsibility to inform the Plan Office within 60 days of a divorce, legal separation or a Child losing Dependent status under the Plan.

**While the Plan Office will do everything it can to get your notices to you, it is your responsibility to know your eligibility standing and to keep us current on your address.**

Fraternally,  
The Board of Trustees

**IRONWORKERS LOCAL 207 VOLUNTARY  
EMPLOYEE BENEFIT ASSOCIATION PLAN AND  
SUMMARY PLAN DESCRIPTION**

**IMPORTANT NOTICE:** This booklet contains the terms of the Plan in effect as of November 11, 2013. From time to time, you will receive supplemental notices about changes to the Plan. It is your responsibility to review these notices.

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**Plan Sponsor**

The Board of Trustees of Ironworkers Local 207 Voluntary Employee Benefit Association is the Plan Sponsor.

**Plan Administrator**

Compensation Programs of Ohio, Inc. handles the day-to-day administration of the Plan.

Benefits are paid through the Board of Trustees' Plan Administrator.

**Identification Numbers**

The number assigned to this Plan by the Board of Trustees based on the Internal Revenue Service requirements is 501.

The number assigned to the Board of Trustees by the Internal Revenue Service is 341939180.

**Agent for Service of Legal Process**

The Board of Trustees is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Board of Trustees, upon any individual Trustee at the following address: Ironworkers Local 207 Voluntary Employee Benefit Association, 33 Fitch Boulevard, Austintown, Ohio 44515, or upon Plan counsel, Dennis Haines, Esq., Green Haines Sgambati Co., L.P.A., 100 Federal Plaza East, Suite 800, P.O. Box 849, Youngstown, Ohio 44501-0849.

**Plan Year**

The fiscal records of the Plan are kept separately for each Plan Year. The Plan Year is a twelve-month period which begins on July 1 and ends on June 30.

**Source of Contributions**

The benefits described in the Plan generally are provided through employer contributions. Employer contributions are based on an hourly rate and are determined by the provisions of the collective bargaining agreements in effect between the participating local union and the participating signatory employers. You may obtain a copy of the collective bargaining agreements by writing to the Plan Administrator, or you may examine them at the Plan Office.

Additionally, Plan income may be generated through investment income.

**Your Account**

Employer contributions made on your behalf will be placed into an individual account to provide benefits under the Plan to you and your Eligible Dependents.

The Plan Trustees may, in their sole discretion, declare an annual dividend which may then be distributed proportionately to your account. In addition, your account may be periodically reduced to reflect reasonable costs and expenses of the administration of the Plan as determined by the Trustees.

**Trust Fund**

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to covered participants.

**ADDITIONAL INFORMATION ABOUT THE PLAN**

Federal law requires that the following additional information be provided to Eligible Persons.

**Board of Trustees**

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Ironworkers Local 207 Voluntary Employee Benefit Association Employer representatives and Ironworkers Local 207 Voluntary Employee Benefit Association Union representatives. As of November 11, 2013, the Plan Trustees are:

**UNION TRUSTEES**

**MANAGEMENT TRUSTEES**

Richard Ellis  
Ironworkers Local 207  
694 Bev Road  
Youngstown, OH 44512

John Watkins  
The Builders Association  
P.O. Box 488  
Vienna, OH 44473

James Caruso  
Ironworkers Local 207  
694 Bev Road  
Youngstown, OH 44512

David Collins  
Diamond Steel Construction Co., Inc.  
P.O. Box 156  
North Lima, OH 44452

Robert McCutcheon  
Ironworkers Local 207  
694 Bev Road  
Youngstown, OH 44512

Michael McCarthy  
Ohio Valley Sheeting and Painting  
1609 Wilson Avenue  
Youngstown, OH 44506

## **YOUR ELIGIBILITY FOR BENEFITS**

### **Eligibility Class**

You are in an Eligible Class under the Plan if you have worked in Covered Employment and are represented by a Union participating in the Plan and are, or have been, an Employee of an Employer in the Plan.

Self-employed persons (for example, partners and sole proprietors) cannot become eligible for benefits.

### **Covered Employment**

Covered Employment reflects hours you have worked for an Employer for which the Employer is required by the terms of a Collective Bargaining Agreement with the Union to make contributions into the Fund. The Plan Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of employees, working under the Collective Bargaining Agreements, and, if so, the address of such Employer.

### **Enrollment Procedure**

A personal information card completed and signed by you must be given to the Plan Office for you and your Eligible Dependents.

## **GENERAL ELIGIBILITY PROVISIONS**

### **Active Employment**

You must be employed unless you are disabled, retired or engaged in military service. (See subsequent section on Participants Serving in Armed Forces).

## **ELIGIBILITY CONDITIONS**

### **Effective Eligibility Date**

An Employee will be eligible on the date contributions are credited to his/her account.

### **Definitions of Dependents**

The term "dependents" includes only:

- (A) The Employee's spouse;

- (B) Children up to the age of 26. Such children include (1) a step-child residing in the member's household or (2) a legally adopted child.
- (C) Children after attainment of age 26 while incapable of self-support because of a disabling sickness or injury that commence prior to age 26 provided such child was eligible for coverage as a dependent prior to attainment of age 26. Such children must otherwise meet the definition of dependent as contained in (B), must legally reside with the member and must be principally supported by the member.

To be eligible for dependent coverage, proof may be required that the dependent meets the requirements stated above.

The term dependents does not include a person who is covered under any other group insurance plan or program toward the cost of which an Employer contributes or who is covered as a member under this Plan.

### **Change in Family Status**

It is important that you give prompt written notice on the prescribed form of any change in your family status, such as marriage or divorce, birth of a child, marriage of any of your dependent children.

Dependent coverage will be effective on the date you acquire the dependent. You may be required to submit proof of such date.

### **Continuation of Eligibility - Active Employees Working Under Bargaining Agreement**

After establishing Initial Eligibility, you can continue your eligibility by maintaining a balance of monies in your account.

### **PARTICIPANTS SERVING IN ARMED FORCES - USERRA RIGHTS**

If you are on military leave that is governed by the Uniformed Services Employment and Re-employment Rights Act (USERRA), you may continue to file claims for qualified expenses for you and your qualified dependents.

If you were entitled to receive a future contribution, but will not receive the contribution due to the military leave, you or your covered qualified dependents may elect to continue contributions to the plan for the lesser of 24 months or the period ending on the date in which you could, but fail to, apply for or return to a position of employment with your participating employer. If you make this election, you will generally be required to pay 102% of the contributions to which you were entitled.

Should you have any questions regarding USERRA rights, please contact the Plan Office.

### **FAMILY AND MEDICAL LEAVE ACT CREDITS**

The Plan qualifies as a group health plan under the Family and Medical Leave Act (FMLA). If you are receiving monthly or other recurring contributions to your account, you may be entitled to Contribution Credits should you go out on FMLA leave.

Contribution Credits of up to 12 weeks in a 12-month period may be available from your Employer for FMLA leave. You must have worked 1,250 hours in a 12-month period for an Employer covered by FMLA. Certain other requirements must be met.

Forms for seeking these Credits are available from the Plan Office. The Form must be completed by you and your Employer. FMLA Contribution Credits may be available for:

- \* The birth of your child and to care for such child;
- \* Placement of a child with you for adoption or foster care;
- \* To care for your Spouse, Child or parent with a serious health condition; or
- \* For your own serious health condition that makes you unable to perform your job.

Please contact the Plan Office for Rules and Regulations governing FMLA Contribution Credits.

### **TERMINATION OF COVERAGE**

Coverage for you will terminate upon exhaustion of your account balance.

### **TERMINATION OF EMPLOYMENT**

In the event that an Employee terminates employment with an Employer who is a signatory to a Collective Bargaining Agreement which requires contributions to the Ironworkers Local 207 Voluntary Employee Benefit Association, the Employee and/or Dependents may continue to make claims until the Account Balance of the Employee is exhausted.

### **DEATH OF AN EMPLOYEE**

At the time of death of an Employee, who has an Account Balance in the Ironworkers Local 207 Voluntary Employee Benefit Association such Account Balance shall be paid

to the Employee's estate, dependents or named beneficiary in accordance with the provisions under the Administration of the Plan provisions.

### **OPT-OUT**

Effective July 1, 2014, any Employee or former Employee, or the Spouse or Dependents of a deceased Employee, may at any time permanently opt-out of coverage and waive future reimbursement under the Plan.

### **COBRA NOTICES**

#### **Important Information regarding COBRA continuation coverage rights for all eligible employees and dependents.**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is a federal law that provides participants and those covered by this Plan the right to continue to make contributions and/or file claims for a specified time period if such rights are lost due to certain qualifying events.

You and your dependents should carefully read this notice. It is intended to generally explain your COBRA continuation coverage rights and the responsibilities of you and your employer as described by the law. This notice is a summary only. It is not an exhaustive description.

Questions regarding your COBRA continuation coverage rights and responsibilities should be directed to the Plan Administrator.

#### **General Information**

A "qualifying event" is an event resulting in the loss of continued employer contributions and/or access to benefits to which you would have otherwise been entitled under the Plan.

Individuals losing coverage due to a qualifying event are known as "qualified beneficiaries." Qualified beneficiaries have a right to elect COBRA continuation coverage; however, either the employer or participant is required to notify the TPA within certain time limits for COBRA continuation coverage rights to apply.

COBRA continuation coverage must begin on the day coverage would otherwise end; no lapse in coverage is permitted. Qualified beneficiaries electing COBRA continuation coverage must pay a monthly premium for such coverage.

## **Qualifying Events**

**Eligible Employee.** If you are an eligible employee, you will become a qualified beneficiary if continued employer contributions to the Plan are lost due to any of the following qualifying events: (1) you are voluntarily or involuntarily terminated (other than for gross misconduct); or (2) you experience a reduction in hours of employment affecting eligibility.

**Spouse.** If you are the spouse of a participating employee, you will become a qualified beneficiary if continued employer contributions and/or access to benefits to which you would have otherwise been entitled under the Plan are lost due to any of the following qualifying events: (1) employee is voluntarily or involuntarily terminated (other than for gross misconduct); (2) employee experiences a reduction of hours of employment affecting eligibility; (3) you become divorced or legally separated from employee; (4) employee passes away; or (5) employee becomes entitled to Medicare benefits.

**Covered Children.** Covered children of a participating employee will become qualified beneficiaries if continued employer contributions and/or access to benefits to which they would have otherwise been entitled under the Plan are lost due to any of the following qualifying events: (1) employee is voluntarily or involuntarily terminated (other than for gross misconduct); (2) employee experiences a reduction of hours of employment affecting eligibility; (3) employee and spouse become divorced or legally separated; (4) child reaches age limitation or no longer meets definition of qualifying child; (5) employee passes away; or (6) employee becomes entitled to Medicare benefits.

## **Qualifying Event Notification**

The Plan Administrator will offer COBRA continuation coverage to qualified beneficiaries after being notified within allowable time limits.

When the qualifying event is due to an Eligible Employee's (1) voluntary or involuntary termination (other than for gross misconduct); (2) reduction of hours of employment; or (3) death, the employer must notify the Plan Administrator within 30 days of the occurrence of such event.

All other qualifying events (divorce or legal separation, or child reaches age limitation or no longer meets the definition of qualifying child) require that the participating employee or qualified beneficiary notify the Plan Administrator within 60 days of the occurrence of such event.

## **COBRA Continuation Period**

The "COBRA continuation period" is the maximum period of time during which a qualified beneficiary may continue coverage under COBRA. COBRA continuation coverage can last for up to 18 months when the qualifying event is due to a Eligible

Employee's (1) voluntary or involuntary termination (other than for gross misconduct); or (2) reduction of hours of employment affecting eligibility.

A maximum of up to 36 months is allowed when the qualifying event is due to the participating employee's (1) legal separation or divorce; (2) death; (3) becoming entitled to Medicare benefits; or (4) when a covered child reaches age limitation or no longer meets the definition of qualifying child.

### **18-Month COBRA Continuation Period Extension**

If you or any other family member covered under the Plan is determined by the Social Security Administration to be disabled within the first 60 days of an 18-month COBRA continuation period, an 11-month extension, for a total of up to 29 months, is allowable for all covered individuals. To receive the extension, you or the qualified beneficiary(ies) must notify the Plan Administrator within 60 days of the disability determination and before the end of the original 18 month COBRA continuation period.

Also, if a second qualifying event occurs during an 18 month COBRA continuation period involving the participating employee's legal separation or divorce, death, or becoming entitled to Medicare benefits or when a covered child reaches age limitation (no longer meets the definition of a qualifying child) the covered spouse and/or covered children may continue coverage for up to the number of months totaling a maximum 36-month COBRA continuation period. To be eligible for the extension, the qualified beneficiary(ies) must notify the Plan Administrator within 60 days of the occurrence of the second qualifying event.

### **Information Resources**

Questions concerning your COBRA continuation coverage under this Plan (including the cost of such coverage and when payments are due) should be directed to the Plan Administrator, or you may visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa) to view more information or locate a U.S. Department of Labor Employee Benefits Security Administration (EBSA) office near you.

## **INFORMATION REGARDING ELIGIBILITY**

Any question concerning your eligibility should be directed to the Plan Office, 33 Fitch Boulevard, Austintown, Ohio 44515, telephone number 330-270-0453 or 1-800-589-8041

## HOW TO FILE A CLAIM

All claims are to be submitted to the Plan Administrator at 33 Fitch Boulevard, Austintown, Ohio 44515.

Claim forms and instructions may be obtained from the Plan Administrator.

To complete your claim payment, we must have:

- Completed Reimbursement Request form
- **Proof of Payment**
- Copy of Plan's Explanation of Benefit Statement

## CLAIMS APPEALS PROCEDURE

As soon as is feasible, the Plan Administrator will notify you in writing of his decision regarding your claim for benefits. If your claim for benefits is denied in whole or in part, or if any additional information is required before a final decision can be made on your claim, you will be notified in writing by the Plan Administrator. This notice will contain:

- A. The specific reason(s) for the denial;
- B. Specific reference to the pertinent provisions of the Plan upon which the decision is based;
- C. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; and
- D. An explanation of the Plan's Claims Appeal Procedure.

If you do not agree with the decision denying your claim in whole or in part, you or your authorized representative may request a review of that decision by the Board of Trustees. The Board of Trustees is responsible for conducting a full and fair review of your denied claim and for making the final decision regarding benefits payable under this Plan.

The procedure for requesting a review of the Board of Trustees of a claim denied in whole or in part is as follows:

- A. Your request for review must be directed to the Board of Trustees, must be in writing and must be made within sixty (60) days following receipt by you of the written notice of denial from the Plan Administrator.
- B. You may submit additional information issues and comments in writing with your request for review; and
- C. You may review pertinent documents (although special approval may be required in certain instances to secure the release of confidential information such as medical records).

The Board of Trustees, after any necessary consultation with the Plan Administrator regarding benefits provided under the Plan, will then complete the review and render a final decision regarding your claim appeal for benefits under the Plan. The Board of Trustees' decision will be communicated to you in writing and will include specific reason(s) for the decision and specific references to pertinent plan provisions on which the decision is based. The Board of Trustees' decision will be made promptly, usually within sixty (60) days after receipt of your request for review. If special circumstances necessitate additional time for the Board of Trustees to complete the review, you will be notified accordingly, in writing.

## **BENEFITS**

**The benefit schedule is subject to change from time to time within the sole and exclusive discretion of the Board of Trustees.**

### **DEDUCTIBLE PAYMENTS**

The Plan will reimburse you for deductible payments, co-payments, self-payments, not otherwise covered under the Mahoning and Trumbull County Building Trades Insurance Fund. Such reimbursement will be subject to amounts available in your account

### **DENTAL AND VISION BENEFITS**

The Plan will reimburse you for claims for dental and/or vision benefits (including copayments) which are not covered, in any way, by similar benefits provided by the Mahoning and Trumbull County Building Trades Insurance Fund. The Plan will pay such benefits up to a maximum amount equal to your outstanding account balance.

## **MEDICARE AGE RETIREE - SUPPLEMENTAL HEALTH INSURANCE**

The Plan will reimburse Medicare age retirees for any premiums paid for supplemental health insurance. Such reimbursement shall be limited to the amount of the Participant's account balance.

## **NON-COVERED OR EXCLUDED EXPENSES**

The Plan will reimburse you for any and all claims for expenses which are considered non-covered and/or excluded by the Mahoning and Trumbull County Building Trades Insurance Fund or any other health and welfare fund or insurance plan, except for over-the-counter medicine or drugs unless prescribed by a physician or insulin. Such reimbursement shall be limited to the amount of the Participant's account balance.

## **ADMINISTRATION OF THE PLAN**

### **Payments of Benefits Limited to Plan**

All benefits under the Plan shall be payable through employees or agents of the Trustees acting under their authority. Benefits as authorized under the Plan will be paid as long as the Plan can operate on a sound financial basis. Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided under the Plan, and no person shall have any claim for benefits against the Union, the Association, any Employer or the Trustees. The Trustees, the Employers and the Union shall not be held liable for any benefits except as provided in the Agreement(s) between the Employers and Union.

### **Amendment or Termination of Plan or Benefits**

The Trustees may change or terminate this Plan, or any part thereof, in their sole and exclusive discretion. Benefits will terminate when the Plan, or any applicable portion thereof, is terminated.

### **Payment of Claims and Assignment of Benefits**

Any benefits payable under this Plan are payable to the Eligible Employee upon proof of payment. The coverage and benefits under the Plan are not assignable without the consent of the Plan Trustees. Assigned benefits shall be paid to the assignee, regardless of the intervening death of the Eligible Person. Otherwise, except as otherwise provided by law, benefits due under this Plan shall not be assignable nor subject to attachment, garnishment or other legal process for debts of Eligible Persons.

## **Payment of Unassigned Benefits in Event of Death**

If an Eligible Person expires before the payment to him of any and all unassigned benefits, the Plan Administrator may pay the amount of the unassigned, unpaid benefits as follows:

- If a probate administration is commenced in the Probate Court of the County in which the Eligible Person was domiciled at the time of his death, the Plan Administrator shall make prompt payment of the amount of the unassigned, unpaid benefit to the legal representative of the deceased, Eligible Person appointed by the Probate Court, upon receipt of a Certificate of Official Character from said legal representative.
- If a probate administration is not commenced on behalf of the deceased Eligible Person, the Plan Administrator, in the absence of a designated beneficiary shall make prompt payment of the amount of the unassigned, unpaid benefit to the survivors in the following order of priority and upon evidence acceptable to the Plan Administrator of their status and priority, to wit: (a) spouse; (b) children, pro rata; (c) parents; (d) brothers and sisters, pro rata; and (e) next of kin.

## **Misstatements**

If any facts relevant to the existence or amount of coverage shall be misstated, the true facts will determine whether or not, and how much, coverage is in force.

## **Presentment of Claims on Behalf of Person Who is Incapacitated**

If an Eligible Person shall become incapacitated and be unable to prepare, complete, and/or execute the forms and documents prescribed by the Trustees and/or the Plan Administrator for the filing of claims and/or receipt of benefits, the forms and documents may be signed for and on behalf of the Eligible Person by other persons, as follows:

- If a guardian has been appointed by a court of competent jurisdiction for the Eligible Person, by the guardian;
- If no guardian has been appointed, then by the persons in the following order of priority and upon evidence acceptable to the Plan Administrator of status and priority: (1) spouse; (2) a child; (3) a parent; or (4) a brother or sister.

## **Recovery of Overpayment**

If the Plan Administrator ascertains that an Eligible Person has received an erroneous overpayment of a benefit, the Plan Administrator shall immediately notify such Eligible Person in writing, explaining the nature of the erroneous overpayment and requesting return of the amount of such overpayment. If the initial request for restitution is not

successful, the Plan Administrator shall renew the demand in writing upon the Eligible Person; and may take other reasonable actions to obtain reimbursement of the erroneous overpayment.

If the taking of reasonable steps to obtain repayment of the overpayment has been unsuccessful, the Plan Administrator may treat the overpayment of benefits as an advance payment of benefits due to the Eligible Person and offset the amount of such overpayment against any Plan benefits due or which may become due to the Eligible Person until the full amount of the overpayment has been repaid to the Plan.

### **Validity of Plan and Plan Provisions**

This Welfare Plan is established in the State of Ohio and all questions pertaining to the validity and construction of this Plan and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Ohio, except as preempted by Federal law. Where all or part of a Plan provision is declared invalid, any remaining balance of such provision will remain valid.

### **Construction by Trustees**

Under the Plan of Benefits and the Trust Agreement creating the Plan, the Trustees or persons acting for them, such as a Trustee Review Committee, have the sole and exclusive authority to make final determination regarding any application for benefits and the interpretation of the Plan of Benefits, the Trust Agreement, the Plan document or any other rules, regulations, procedures or administrative rules adopted by the Trustees. Any questions or interpretations about the Plan or Trust Agreement, or disputes about eligibility for and amount of benefits, shall be resolved by the Board of Trustees. Decisions of the Trustees or, where appropriate, decisions of those acting for the Trustees in such matters, are final, binding and conclusive on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the further intention of the parties to the Trust that such a decision is to be upheld unless it is determined to be arbitrary and capricious. Any interpretation of the Plan or Trust Agreement made by the Trustees shall, subject to the claimants' right to legal action, be final and binding on all parties.

### **Legal Actions**

No action at law or in equity shall be brought to recover any benefits provided under this Plan before the expiration of 120 days after written proof of loss has been furnished nor shall any such action be brought after the expiration of three years after the time written proof of loss is required to be furnished.

## DEFINITIONS

This section defines certain terms used in the booklet to help you understand how these terms apply in the administration of the Plan:

**Accidental Injury** – a trauma to the body resulting from an accident, such as a strain, sprain, abrasion or contusion.

**Assignment of Benefits** – a written request by an Eligible Person that the Plan pay any part or all of any benefits provided on account of hospital, nursing, medical or surgical service directly to the person or entity which provided the service or treatment. A written request will include a proper notation on a provider billing form.

**Calendar Year** – that period commencing at 12:01 a.m. Eastern Standard Time and continuing until 12:01 a.m. Eastern Standard Time on the immediately following January 1.

**Collective Bargaining Agreement** – the agreement between your Union and Employer which governs the wages and conditions of your work.

**Covered Medical Expense or Covered Expense** – a type of expense for services or supplies for which the Plan will provide benefits.

**Disabled** – unless the context indicates otherwise, a participant is "Disabled" when such participant's physician certifies that the participant is unable to perform the participant's job because of injury, illness or pregnancy. Totally and Permanently Disabled or Totally Disabled means the participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months.

**Effective Eligibility Date** – the date you become eligible for reimbursement of your Covered Medical Expenses based on the Schedule of Benefits and this Plan.

**Eligible Employee** – unless the context indicates otherwise, "Eligible Employee" shall mean **any** employee or former employee of an Employer who is eligible for benefits consistent with the terms and provisions of collective bargaining agreements or other labor-management agreements, or a representative of any association representing employers who are signatories to a current collective bargaining agreement and meeting the eligibility rules adopted by the Trustees from time to time.

**Eligible Person** – unless the context indicated otherwise, "Eligible Person" shall mean an Eligible Employee, an Eligible Dependent or a qualified beneficiary who meets all requirements for continuation coverage based on the Plan's eligibility rules.

**Employer** – in the context of this Plan, the term "Employer" or "Employers" include those who:

- Have assigned their bargaining rights to an Employer Association which is a party to a collective bargaining agreement with a local union participating in the Plan which requires contributions to the Plan; or
- Have directly executed a collective bargaining agreement with a local union participating in the Plan which requires contributions to the Plan and which is acceptable to the Trustees; or
- Have executed an Employer Participation Agreement with the Plan which requires contributions to the Plan and which is acceptable to the Trustees.

**Employer Association** – The Builders Association of Eastern Ohio and Western Pennsylvania.

**Fund** – Fund or Trust Fund means the entire trust estate of the Ironworkers Local 207 Voluntary Employee Benefit Association.

**Husband and Wife** - If used in the Plan, now or in the future, the term "Husband and Wife" shall be will be read to mean "Participant and Spouse."

**Marriage** - For purposes of the Plan, the term "marriage" will be read to include a same-sex marriage that is legally recognized as a marriage under any state law.

**Plan** – The plan, program, method, rules and procedures for the payment of benefits from the Trust Fund established by the Agreement and Declaration of Trust of the Ironworkers Local 207 Voluntary Employee Benefit Association.

**Spouse** - For purposes of the Plan, the term "spouse" will be read to refer to any individuals who are lawfully married under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages.

**Trust Agreement** – the agreement and declaration of trust establishing and providing for the maintenance of the Trust Fund, as now stated or amended hereafter.

**Union** – Ironworkers Local 207 Union, as defined in the Plan's Trust Agreement.

## **YOUR RIGHTS UNDER ERISA**

The Employee Retirement Income Security Act (ERISA) was signed into law in 1974. This federal law established certain minimum standards for the operation of employee benefit plans, including the Ironworkers Local 207 Voluntary Employee Benefit Association. The Trustees of your Plan, in consultation with their professional advisors, have reviewed these standards carefully and have taken steps necessary to assume full compliance with ERISA. ERISA requires that Plan Participants and Beneficiaries be provided with certain information about their benefits, how they may qualify for benefits, and the procedures to follow when filing a claim for benefits. This information has already been presented in the preceding pages of this booklet.

ERISA also requires that Participants and Beneficiaries be furnished with certain information about the operation of the Plan and about their rights under the Plan.

**READ THIS SECTION CAREFULLY. ONLY BY DOING SO CAN YOU BE SURE THAT YOU HAVE THE INFORMATION YOU NEED TO PROTECT YOUR RIGHTS AND YOUR BEST INTERESTS UNDER THIS PLAN.**

### **Disclosure**

As a participant in the Ironworkers Local 207 Voluntary Employee Benefit Association Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office or at other specified locations, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Upon written request to the Plan Administrator, obtain copies of all Plan documents and other Plan information, including a complete list of the names and addresses of Employers sponsoring the Plan, or information as to whether a particular employer is a Plan sponsor and, if so, the employer's address. A reasonable charge may be made for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary.

## **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 Plan 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 Plan benefit or exercising your rights under ERISA.

## **Appeal**

If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the material and pay you up to \$100 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 request a review of your claim by the Trustees by filing such request in writing with the Trustees pursuant to the claim appeal procedures found on page 18 of this booklet, after you receive the letter that your claim was denied. Please refer to the "Claims By Participants and Beneficiaries" section of this booklet. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.
- If you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. The court may order the person you have sued to pay these costs and fees, or it may order you to pay the costs and fees.
- 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, 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 obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **PRIVACY NOTICE**

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

### **Your Rights**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of the Plan's responsibilities to help you.

#### **Get a copy of health and claims records**

- You can ask to see or get a copy of your health and claims records and other health information the Plan has about you.
- The Plan will provide a copy or a summary of your health and claims records, usually within 30 days of your request. The Plan may charge a reasonable, cost-based fee.

#### **Ask the Plan to correct health and claims records**

- You can ask the Plan to correct your health and claims records if you think they are incorrect or incomplete.
- The Plan may say "no" to your request, but the Plan will tell you why in writing within 60 days.

#### **Request confidential communications**

- You can ask the Plan to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- The Plan will consider all reasonable requests, and must say "yes" if you tell the Plan you would be in danger if the Plan does not.

#### **Ask the Plan to limit what the Plan uses or shares**

- You can ask the Plan not to use or share certain health information for treatment, payment, or our operations.

- The Plan is not required to agree to your request, and the Plan may say “no” if it would affect your care.

### **Get a list of those with whom the Plan has shared information**

- You can ask for a list (accounting) of the times the Plan has shared your health information for six years prior to the date you ask, with whom it was shared, and why.
- The Plan will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). The Plan will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of the Plan’s privacy notice**

You can ask for a paper copy of the Plan’s privacy notice at any time, even if you have agreed to receive the notice electronically. The Plan will provide you with a paper copy promptly.

### **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- The Plan will make sure the person has this authority and can act for you before the Plan takes any action.

### **File a complaint if you feel your rights are violated**

- You can complain if you feel the Plan has violated your rights by contacting the Plan Administrator.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)**.
- The Plan will not retaliate against you for filing a complaint.

## **Your Choices**

**For certain health information, you can tell the Plan your choices about what the Plan shares.** If you have a clear preference for how the Plan shares your information in the situations described below, provide instructions to the Plan Administrator.

In these cases, you have both the right and choice to tell the Plan to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

*If you are not able to tell the Plan your preference, for example if you are unconscious, the Plan may go ahead and share your information if the Plan believes it is in your best interest. The Plan may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases the Plan *never* shares your information unless you give us written permission:

- Marketing purposes
- Sale of your information

## **The Plan's Uses and Disclosures**

The Plan typically uses or shares your health information in the following ways.

### **Help manage the health care treatment you receive**

The Plan can use your health information and share it with professionals who are treating you.

### **Run the Plan**

The Plan can use and disclose your information to run the Plan and contact you when necessary.

*The Plan is not allowed to use genetic information to decide whether the Plan will give you coverage and the price of that coverage. This does not apply to long term care plans.*

## **Pay for your health services**

The Plan can use and disclose your health information to pay for your health services.

## **Administer your plan**

The Plan may disclose your health information to your health plan sponsor for plan administration.

**The Plan is allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. The Plan has to meet many conditions in the law before it can share your information for these purposes. For more information see:**

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

## **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

## **Do research**

The Plan can use or share your information for health research.

## **Comply with the law**

The Plan will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that the Plan is complying with federal privacy law.

## **Respond to organ and tissue donation requests and work with a medical examiner or funeral director**

- The Plan can share health information about you with organ procurement organizations.
- The Plan can share health information with a coroner, medical examiner, or funeral director when an individual dies.

## **Address workers' compensation, law enforcement, and other government requests**

The Plan can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

## **Respond to lawsuits and legal actions**

The Plan can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **The Plan's Responsibilities**

- **The Plan is required by law to maintain the privacy and security of your protected health information.**
- **The Plan will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.**
- **The Plan must follow the duties and privacy practices described in this notice and give you a copy of it.**
- **The Plan will not use or share your information other than as described here unless you tell the Plan it can in writing. If you tell the Plan it can, you may change your mind at any time. Notify the Plan in writing if you change your mind.**

**For more information see:**

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

**The Plan may change the terms of this notice, and the changes will apply to all information the Plan has about you. The new notice will be available upon request, at the Plan's web site [www.yourunionbenefits.com](http://www.yourunionbenefits.com), and the Plan will mail a copy to you.**