

Pipe Trades Services MN Employee Assistance Program

Professional, confidential counseling is available to you and your Dependents at no cost. Counselors are available to discuss common issues such as chemical dependence, depression, and financial issues.

Pipe Trades Services MN Weekly Injury And Illness Disability Program

If you become temporarily unable to work due to a non-occupational related Injury or Illness, you will receive \$500 per week (\$100 per day) and your Dollar Bank will be credited with 37.5 hours per week (7.5 per day) up to a maximum of 975 hours. Benefits cease when you return to work or after 26 weeks, whichever comes first. Your Dependents cannot participate in this program. You may also be eligible for this benefit if you are unable to work while pregnant or following the delivery of your new child. If your Injury or Illness arises out of a motor vehicle accident, benefits will not be payable until the \$20,000 no-fault benefit is exhausted. You are not eligible for this Program if you are on Extended Coverage.

Pipe Trades Services MN Death Benefits Program

If you die, your Beneficiary will be paid \$7,000. Your Dependents cannot participate in this Program.

Pipe Trades Services MN Accidental Death and Dismemberment Program

If you die or suffer a loss of limb or vision due to an accidental Injury, you or your Beneficiary (Loss of Life only) will be paid as follows:

- Loss of Life: \$7,000
- Loss of two limbs or loss of sight in both eyes: \$7,000
- Loss of one limb or loss of sight in one eye: \$3,500

Your Dependents cannot participate in this Program.

Pipe Trades Services MN Jury Duty Program

If you are unable to work due to jury duty, you will receive \$90 per day and your Dollar Bank will be credited with an amount equal to 8 hours of work per day. Benefits cease when you return to work. Your Dependents cannot participate in this program and you cannot Participate in this Program when you are on Extended Coverage.

Pipe Trades Services Bereavement Pay Program

In the event of the death of a qualifying family member, you will receive \$300. Your Dependents cannot participate in this Program.

I. Retroactive Reconciliation of Eligibility

Eligibility is determined by reference to the month in which you perform work for a Contributing Employer. In general, the Fund will receive a Contribution for work you performed in the month after you performed the work. In such cases, the Fund will be able to determine whether your work was sufficient to maintain your eligibility before the applicable eligibility month. At times, however, the Fund will receive Contributions for your work several months after you performed the work. When the Fund receives late Contributions, the Fund will retroactively reconcile your eligibility. If your eligibility was terminated but it would not have been if the Fund had timely received the late Contributions, your eligibility will be reinstated. You will have the opportunity to submit Claims for expenses you incurred during the period for which your eligibility was retroactively reinstated. For purposes of submitting Claims, expenses you incurred during the period of retroactive eligibility will be treated as if you incurred them on the date your eligibility is retroactively reinstated. If you maintained your eligibility by making one or more short dollar payments that would not have been necessary if the Fund had timely received the late Contributions, the Fund will refund your payments.

J. Retiree Benefits

This Benefits Booklet addresses only the Fund's benefits for Journeymen, Apprentices, and their Dependents. When you retire, however, the Fund may provide you certain health and welfare benefits. The following is a very brief explanation of the benefits available to Retirees as of the effective date of this Booklet:

- Coverage under the Pipe Trades Services MN Health Plan (the same Plan that covers Journeymen and Apprentices) is available to Retirees who meet the eligibility criteria and pay the Premium.
- The Premium for Retiree coverage may be paid out-of-pocket or, if a Retiree has a positive remaining balance in the Dollar Bank as of the date of retirement, out of the remaining balance.
- For those who qualify, the Premium for Retiree coverage is reduced by a contribution allowance from the Pipe Trades Services MN Retiree Health Trust. The contribution allowance varies depending on the Retiree's years of service. A Retiree will receive \$34.188 towards his or her contribution allowance per year of service up to 30 years of service for a maximum contribution allowance of \$1,026 ($\34.188×30). Years in excess of 30 years of service are disregarded for determining the contribution allowance.

Example 1. A Retiree with 36 years of service will receive a contribution allowance of \$1,026 ($\34.188×30 max).

Example 2. A Retiree with 18 years of service will receive a contribution allowance of \$615.38 ($\34.188×18).

- The available Retiree coverage changes when a Retiree becomes Medicare eligible.

No benefits provided by the Fund (or the Pipe Trades Services MN Retiree Health Trust) are vested. The benefits described above may be changed or eliminated at any time. For more information on how to qualify for Retiree benefits, contact the Fund Office.

- i. Covered Expenses for nutritional supplements are limited in accordance with Centers for Medicare and Medicaid Services national coverage determinations.
- j. Covered Expenses for treatment of temporomandibular joint dysfunction ("TMJ") or any condition related to TMJ are limited to \$800 per calendar year (per individual). Expenses for radiology related to TMJ do not apply towards this limit.
- k. Covered Expenses for participation in sleep studies are limited to \$2,000 per calendar year (per individual).
- l. Covered Expenses for infertility treatments are limited to \$5,000 per calendar year (per family) and \$20,000 per lifetime (per family).
- m. Prior Authorization is required for organ transplants.
- n. Marital counseling is limited to six sessions per issue and provided through the Employee Assistance Program.
- o. Covered Expenses for prescription drugs are limited to a 90-day supply and a 30-day supply for specialty drugs.
- p. Prior Authorization is required for specialty drugs.
- q. The PPO's medical or dental directors, or their designees, make coverage determinations of Medical Necessity, restrictions on access and appropriateness of treatment; however, the Plan will make final determinations on whether an expense is a Covered Expense.

E. What The Plan Does Not Cover

Notwithstanding anything to the contrary, the following are not Covered Expenses and are excluded from coverage by this Plan:

1. An expense for an item or service that is not Medically Necessary.
2. An expense to the extent that it exceeds the Reasonable and Customary amount.
3. An expense for an item or service that is Experimental or Investigative.
4. An expense that is not a Covered Expense, or to the extent that the expense is not a Covered Expense.
5. An expense for an item or service for which Prior Authorization was required and either Prior Authorization was not sought or Prior Authorization was denied.
6. An expense that is not described in 26 U.S.C. § 213(d) (which defines tax-deductible medical care).
7. An expense you incurred more than one year before the date you (or another person on your behalf) submitted a claim for coverage of the expense to the Plan in accordance with the Plan's claims procedure.
8. An expense you are not liable to pay, or with respect to which you have an arrangement or understanding that your liability will be reduced or eliminated if the Plan denies coverage.

of the EAP program. If there is a need to refer you to other services for further treatment, staff will coordinate the referral with specialized treatment centers and hospitals in your area. If you are referred to a specialist, the cost associated with going to that specialist will be your responsibility. If the specialist is in the medical field, you should check with the Fund Office for information regarding your benefits.

You are encouraged to contact the EAP when a situation first develops, including emergencies. You can reach a member advocate 24 hours a day, 365 days a year by calling the phone number shown in the "Important Contact Information" section of this Booklet.

14. PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION OF THE PIPE TRADES SERVICES MN WEEKLY INJURY AND ILLNESS DISABILITY PROGRAM

While you have a non-occupational total disability resulting from an Injury or Illness that prevents you from working, the Fund will pay you \$500 per week (for a maximum of 26 weeks) and will credit your Dollar Bank with 37.5 hours per week up to a maximum of 975 hours. This "Weekly Injury and Illness Disability Benefit" is for Members only, not Dependents. You are not eligible if you are on extended eligibility.

Payment of Benefits

Weekly Injury and Illness Disability Benefits become payable on:

- The first day of disability due to an Injury; or
- The earlier of:
 - The eighth day of disability due to an Illness; or
 - The day you are hospitalized or have surgery due to an Illness.

If you are disabled for a partial week, you will receive 1/5 of the Weekly Injury and Illness Disability Benefit for each day of the five-day work week that you are entitled to the Weekly Injury and Illness Disability Benefit.

Eligibility for Benefits

The disability absence must begin while you are eligible for benefits from the Fund. It is not necessary that you be confined to your home to receive benefits, but benefits are only payable for those days on which you are under the care of a physician and unable to work. A period of care will be considered to have started when you are seen and treated personally by the physician. You will be deemed to not be under the care of a physician if you go six weeks or more without seeing a physician. In addition, benefits are not payable on any day that you are performing work for compensation or profit, or on which you are able to work. The Fund reserves the right to investigate all disability claims, including having you examined by a physician that is selected by the Fund.

Benefits will not be paid to you if you are entitled to:

- Unemployment compensation;
- Workers' compensation;
- No-fault auto disability;
- Other third-party liability;

- Retirement benefits; and,
- Extended coverage or COBRA continuation coverage.

Benefits Payable for Intermittent Disability

If you have been diagnosed with a “Chronic Condition” (as described below) and you are being continuously seen and treated by a physician for the Chronic Condition, or you are undergoing chemotherapy or other similar infusions or treatments that cause intermittent periods of disability, you will be entitled to be paid the “Daily Disability Benefit.” This Daily Disability Benefit means the Fund will pay you \$100 per day (for an annual maximum of 60 days) and will credit your Dollar Bank with 7.5 hours per day (up to an annual maximum of 450 hours) for each day you are not working as a result of your intermittent disability. Your inability to work as a result of your intermittent disability must be documented by your treating physician.

A “Chronic Condition” is an illness or injury that is persistent, recurring, or otherwise long-lasting in its effects.

- The term “chronic” is often applied when the course of the disease lasts for more than three months.
- Chronic Conditions include, but are not limited to, cancer, chronic obstructive pulmonary disease, inflammatory bowel disease, hepatitis C, acquired immunodeficiency syndrome, and autoimmune conditions.

Unless you have an illness that qualifies as a Chronic Condition, successive periods of disability separated by less than two weeks of continuous active employment will be considered one continuous period of disability unless the disabilities are from different and unrelated causes, and you return to full-time work for at least one day.

Benefits Payable During Pregnancy and Post-Delivery

Weekly Injury and Illness Disability Benefits will be payable for a physical pregnancy-related complication if you provide documentation from your treating physician that includes:

- The medical reason that your pregnancy-related complication is preventing, or will prevent you, from performing the duties of your full-time occupation; and
- The expected length of time that you will be medically unable to perform the duties of your full-time occupation.

Weekly Injury and Illness Disability Benefits will also be payable to female Participants who provide documentation from their treating physician that they are unable to work following the birth of a new child. Generally, a treating physician will determine that new mothers are unable to work:

- For a period of six weeks following a traditional delivery; and
- For a period of eight weeks following a Cesarean delivery.

Tax Consequences

IRS regulations require that FICA tax be deducted from your Weekly Injury and Illness Disability Benefit.

The provisions of the section of this Booklet entitled “Uniform Terms For Plans And Programs Maintained By The Pipe Trades Services MN Welfare Fund” are incorporated into this Program in their entirety.

15. PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION OF THE PIPE TRADES SERVICES MN DEATH BENEFITS PROGRAM

The Fund will pay a death benefit of \$7,000 to your Beneficiary in accordance with the Standard Beneficiary Designation if you die while you are eligible to participate in this program.²³ Contact the Fund Office for a Beneficiary designation form if you wish to change your Beneficiary designation. Payment will be promptly made in a lump sum after the Fund Office receives a satisfactory application for benefits from your Beneficiary (or an authorized representative of your estate). This Program is for Members only, not Dependents. The provisions of the section of this Booklet entitled "Uniform Terms For Plans And Programs Maintained By The Pipe Trades Services MN Welfare Fund" are incorporated into this Program in their entirety.

16. PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION OF THE PIPE TRADES SERVICES MN ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM

In the event you sustain any of the following losses as a direct result of an accidental injury, either on or off the job, the following benefit will be paid in addition to a Death Benefit:

Loss of life: \$7,000

Loss of two limbs or loss of sight in both eyes: \$7,000

Loss of one limb or loss of sight in one eye: \$3,500

The loss must occur within 90-days from the day of the injury. Loss of limb means severance at or above the wrist or ankle joint. Loss of sight means the total and irrecoverable loss of sight.

If more than one of the above losses is suffered as the result of any one injury, not more than the full benefit amount shown will be payable. This benefit is only payable for losses suffered by a Member, not a Dependent.

²³ Throughout this section, the term "you" means only a Member and not a Dependent.