

**RESOLUTION TO AMEND
THE
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
OF THE
PIPE TRADES SERVICES MN WELFARE FUND**

On the date provided below, the Board of Trustees (“Trustees”) of the Pipe Trades Services MN Welfare Trust (“Trust”) resolved to amend the Pipe Trades Services MN Welfare Fund (“Fund”) to: (1) comply with the “Joint Rule” (85 Fed. Reg. 26,351 (May 4, 2020)) which extends various deadlines for all types of employee benefit plans, including deadlines for the Fund’s claims procedures, COBRA continuation coverage provisions, and HIPAA special enrollment rights; and (2) temporarily remove the exclusion for post-partum in home visits.

WHEREAS, the Trustees are duly designated and appointed as the trustees of the Trust;

WHEREAS, Section I(11) of the Uniform Terms for Plans and Programs Maintained by the Pipe Trades Services MN Welfare Fund, which terms govern the operation of the Fund, authorizes the Trustees to amend the Fund; and

WHEREAS, the Trustees believe it is in the best interests of the Fund and the Participants and their Dependents covered by the Fund to amend the Fund as provided herein.

NOW, THEREFORE, the Fund is amended to:

1. Temporarily remove the exclusion for post-partum in home visits under the Plan Document and Summary Plan Description of the Pipe Trades Services MN Health Plan;
2. Include a new paragraph at the end of Subsection (D) (“Continuation of Coverage, Family and Medical Leave, Military Leave”) of the Uniform Terms for Plans and Programs Maintained by the Pipe Trades Services MN Welfare Fund; and
3. Add a new Subsection (I)(19) to the Uniform Terms for Plans and Programs Maintained by the Pipe Trades Services MN Welfare Fund.

The changes described above are reflected on the following replacement pages:

- Pages 28, 74A, 79 and 79A of the Benefits Booklet for the Journeymen, Apprentices, and their Dependents;
- Pages 27, 70, 70A, 75 and 75A of the Benefits Booklet for Pre-Medicare Retirees and their Dependents; and
- Pages 23, 37, 37A, 42 and 42A of the Benefits Booklet for Support Workers and their Dependents, Helpers and Pre-Apprentices.



Effective Date of Amendment: May 28, 2020

Resolution Date: May 28, 2020




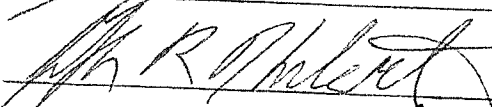
Execution Date: June 25, 2020

[SIGNATURE PAGE FOLLOWS]

EMPLOYER TRUSTEES



Michael J. Neva

UNION TRUSTEES





Scott Seattle

9. An expense for which a person or entity other than you or the Plan is or may be liable to pay.¹⁹
10. An expense to the extent that a third-party (i.e., a person or entity other than you or the Plan) pays the expense, reimburses you for the expense, or otherwise acts to relieve you of the economic burden of paying the expense.
11. An expense for treatment of an Illness or Injury that results from or is related to your employment or occupation or that is covered (or claimed to be covered) under workers' compensation or employer liability laws.
12. An expense for an item or service furnished or rendered by any federal or state governmental institution or facility, except to the extent that this exclusion is prohibited by law.
13. An expense for an item or service furnished to or rendered to a person who is not a Participant in this plan, including, without limitation, an expense related to surrogate pregnancy.
14. An expense for an item or service furnished to or rendered to you by a person who is your relative.
15. Post-partum in-home visits, unless the visit occurs during a declared state of emergency (e.g., coronavirus (COVID-19)).
16. An expense related to complications resulting from, or reversal of, any treatment, procedure, or surgery, the expenses of which do not qualify as Covered Expenses.
17. An expense for an item or service that is for personal comfort or convenience, including, without limitation: air conditioners, air purifiers, humidifiers, de-humidifiers, allergy-free pillows, blankets, mattress covers, orthopedic mattresses, articles of clothing, shoes, whirlpools, swimming pools, elevators, or stair lifts.
18. An expense for non-durable medical equipment, including, without limitation, cervical pillows and blood pressure monitors. See the current PPO's website for a listing of non-durable medical equipment.
19. An expense for treatment of an Injury or Illness that is connected to your commission, or attempted commission, of an act that the Board of Trustees determines in its sole discretion to be illegal.
20. An expense for educational, recreational, or milieu services.
21. An expense for diagnostic, radiology, or laboratory services that are not applicable to your diagnosis, except as specifically provided by the Plan.

¹⁹ See the section of this Plan entitled "First Priority Right of Subrogation and Reimbursement" for further information regarding expenses that may or may not be another party's responsibility.

If the Fund is obligated to provide you (and your eligible Dependents) with COBRA Coverage for any period during which you have not paid one or more monthly premiums, all unpaid monthly premiums will become immediately due and payable once the Fund is no longer obligated to provide you with COBRA Coverage if you failed to pay the monthly premiums. Once your unpaid monthly premiums for COBRA Coverage provided by the Fund becomes payable:

- If you are otherwise eligible to continue your COBRA Coverage, your COBRA Coverage will be immediately terminated on a prospective basis if you do not pay 100% of the unpaid monthly premiums within 30 days of the date the Fund Office provides you with notice that the unpaid monthly premiums are due; and
- If you are working in Covered Employment, your Dollar Bank will not be credited for any Contributions in excess of the amount required to reinstate and continue your coverage until the amount of excess Contributions that would have otherwise been credited to your Dollar Bank equals the amount of any unpaid monthly premiums for COBRA Coverage.

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action to collect the overpayment, including, without limitation, adjusting your account, offsetting your benefits, or filing suit.

14. Fraud, Intentional Misrepresentation

If, as a result of your fraud or intentional misrepresentation of a material fact, the Fund makes payments to you or on your behalf that would not otherwise have been made, you will be liable to the Fund in the amount of the payments plus interest and all collection expenses the Fund incurs including, without limitation, attorney's fees. The Fund may take any legal action necessary to collect, including, without limitation, offsetting any benefits that are owed to you and filing a lawsuit.

15. No Guarantee Of Tax Consequences

The Fund does not guarantee that any amounts paid to or for your benefit by the Fund will be excludable from your gross income for federal state or local income tax purposes. You must determine when each payment from the Fund is excludable from your gross income for federal, state and local income tax purposes, and notify the Board of Trustees if you have any reason to believe that the payment is not excludable.

16. Indemnification Of Fund And Plan

If you receive one or more payments or reimbursements from this Fund and the payments do not qualify for tax-exempt treatment under the Code, you will indemnify and reimburse the Fund for any liability it may incur for failure to withhold federal income taxes, social security taxes, or any other taxes.

17. Non-Assignability Of Rights

You may not assign your right to benefits under a Plan or your right to payment from the Fund. You may not assign any right associated with your right to benefits under a Plan or your right to payment from the Fund. Except as required by law, the Fund will not recognize any assignment of your benefits or right to payment, or any attempt by another person to assert rights pertaining to your benefits or right to payment, or any claims by your creditors. Only you may bring an action against the Fund or the Trustees that involves a Plan or the Fund.

18. Incompetence, Disappearance, or Death

If payment of any benefit under this Plan cannot be paid to you due to your incompetence, disappearance, or death, the Fund may make payment of the benefits due in accordance with the standard beneficiary designation. Payments made under this section will constitute full and final discharge of all obligations of this Fund to the extent of such payments.

19. Disaster and Emergency Relief

The deadlines for certain actions described in this booklet may be delayed or disregarded pursuant to guidance issued by the Secretary of Labor under ERISA § 518 or the Secretary of the Treasury under Code § 7508A(b) upon the occurrence of a Presidentially declared disaster, a terroristic or military action or a public health emergency. This Fund intends to comply with such guidance that is applicable to the Fund and will notify affected individuals as the Trustees deem appropriate in their sole and absolute discretion.

J. Your Rights Under ERISA

As a Participant in the Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you will be entitled to:

- Examine, without charge, at the Fund Office and other specified locations, such as worksites and union halls all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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14. An expense for an item or service furnished to or rendered to you by a person who is your relative.
15. Post-partum in-home visits, unless the visit occurs during a declared state of emergency (e.g., coronavirus (COVID-19)).
16. An expense related to complications resulting from, or reversal of, any treatment, procedure, or surgery, the expenses of which do not qualify as Covered Expenses.
17. An expense for an item or service that is for personal comfort or convenience, including, without limitation: air conditioners, air purifiers, humidifiers, de-humidifiers, allergy-free pillows, blankets, mattress covers, orthopedic mattresses, articles of clothing, shoes, whirlpools, swimming pools, elevators, or stair lifts.
18. An expense for non-durable medical equipment, including, without limitation, cervical pillows and blood pressure monitors. See the current PPO's website for a listing of non-durable medical equipment.
19. An expense for treatment of an Injury or Illness that is connected to your commission, or attempted commission, of an act that the Board of Trustees determines in its sole discretion to be illegal.
20. An expense for educational, recreational, or milieu services.
21. An expense for diagnostic, radiology, or laboratory services that are not applicable to your diagnosis, except as specifically provided by the Plan.
22. An expense for nutritional support taken orally, except an expense for special medical foods for the treatment of phenylketonuria or maple syrup urine disease and except to the extent this exclusion is prohibited by law.
23. An expense for a regular food product, including, without limitation: a food thickener; a regular grocery product that can be used with an enteral system (whether taken orally or parenterally); a special infant formula; a food supplement; and, a vitamin or mineral taken orally.
24. An expense for biomedical feedback treatment, except if the treatment is for migraine headaches or fecal incontinence.
25. An expense for Retin-A, except if the Retin-A was prescribed by a physician for the treatment of acne.
26. An expense for a non-generic antiviral drug (e.g., Tamiflu and Relenza), except if the non-generic antiviral medication was prescribed for the prevention or treatment of influenza and you are a high-risk patient as defined by the Center for Disease Control.
27. An expense for a drug that is available over-the-counter (i.e., a drug that may be legally obtained without a prescription) except for certain classes of medications such as omeprazole. Contact the Fund Office for a list of those medications.
28. An expense for Auvi-Q epinephrine injectors.
29. An expense for a non-generic drug that is prescribed for treatment of erectile dysfunction, except if Medically Necessary.

of COBRA coverage for your Dependents ends on the later of 36 months after you became entitled to Medicare or 18 months (or 29 months, if there is a disability extension) after the date of your termination of employment or reduction of hours.

Your COBRA Coverage will end on the earliest of the following dates:

- The date on which you have not paid the applicable COBRA premium;
- The date on which the you become entitled to receive benefits under Medicare;
- The end of the applicable maximum period of COBRA Coverage;
- The date on which the Plan terminates;
- The date you become covered under another group health plan; or
- The date you engage in conduct that would justify terminating coverage of a similarly situated participant or beneficiary not receiving COBRA Coverage (such as fraud).

Notwithstanding any provision to the contrary in an applicable Plan, if you go on a qualifying leave under the Family and Medical Leave Act ("FMLA") or the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), then to the extent necessary to permit your employer to comply with FMLA or USERRA, as applicable, the Fund will continue to maintain your benefits on the same terms and conditions that would apply if you were still an employee.

If the Fund is obligated to provide you (and your eligible Dependents) with COBRA Coverage for any period during which you have not paid one or more monthly premiums, all unpaid monthly premiums will become immediately due and payable once the Fund is no longer obligated to provide you with COBRA Coverage if you failed to pay the monthly premiums. Once your unpaid monthly premiums for COBRA Coverage provided by the Fund becomes payable:

- If you are otherwise eligible to continue your COBRA Coverage, your COBRA Coverage will be immediately terminated on a prospective basis if you do not pay 100% of the unpaid monthly premiums within 30 days of the date the Fund Office provides you with notice that the unpaid monthly premiums are due; and
- If you are working in Covered Employment, your Dollar Bank will not be credited for any Contributions in excess of the amount required to reinstate and continue your coverage until the amount of excess Contributions that would have otherwise been credited to your Dollar Bank equals the amount of any unpaid monthly premiums for COBRA Coverage.

E. Privacy of Your Health Information

HIPAA requires the Fund to protect the confidentiality and security of your private health information. A description of your rights under HIPAA can be found in the Fund's Notice of Privacy Practices, which you can find with your Benefits Booklet.

The Fund will not use or disclose information your protected health information except as necessary for treatment, payment, and health plan operations, or as permitted or required by law. The Fund will

implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of your protected health information. The Fund requires all of its business associates to enter written contracts with the Fund requiring them to protect the confidentiality and security of your private health information to the same degree as the Fund. The Fund will not, without your written authorization, use or disclose your protected health information for employment-related actions and decisions.

The Fund will generally de-identify your protected health information (that is, the Fund will strip away all the information that could be used to identify you) before providing it to the Board of Trustees for health plan operations purposes, such as appeals. The Fund will disclose your protected health information without de-identification to the Board of Trustees only after receiving a certification from the Board of Trustees in accordance with 45 C.F.R. § 164.504(f)(2)(ii). If the Fund provides your protected health information to the Board of Trustees, the Board of Trustees will adhere to the same policies and procedures as the Fund regarding the use, disclosure, confidentiality, and security of your protected health information. The Board of Trustees will not disclose your protected health information

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As a Participant in the Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you will be entitled to:

- Examine, without charge, at the Fund Office and other specified locations, such as worksites and union halls all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain upon written request to the Fund Office copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Fund Office may make a reasonable charge for the copies.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an 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, the union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you have the right know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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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.
9. An expense for which a person or entity other than you or the Plan is or may be liable to pay.¹²
10. An expense to the extent that a third-party (i.e., a person or entity other than you or the Plan) pays the expense, reimburses you for the expense, or otherwise acts to relieve you of the economic burden of paying the expense.
11. An expense for treatment of an Illness or Injury that results from or is related to your employment or occupation or that is covered (or claimed to be covered) under workers' compensation or employer liability laws.
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- Obtain upon written request to the Fund Office copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Fund Office may make a reasonable charge for the copies.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an 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, the union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you have the right know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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