PIPE TRADES SERVICES MN RETIREE HEALTH FUND

PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

PIPE TRADES SERVICES MN
HEALTH & PENSION FUNDS
Serving the pipe trades industry in Minnesota

RESTATED EFFECTIVE JANUARY 1, 2022

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INTRODUCTION

This amended and restated Pipe Trades Services MN Retiree Health Fund (the "**Retiree Health Fund**") is adopted by the Board of Trustees of the Pipe Trades Services MN Retiree Health Trust, effective January 1, 2022. The Retiree Health Fund originally became effective May 2003. This document is a restatement of the written plan document and summary plan description ("**SPD**") under which the welfare benefits described herein are administered. This document governs benefits provided to eligible Retirees and dependents. You should read this document as it contains important information about your rights and obligations under federal law and this Retiree Health Fund. This SPD also describes the procedures you need to follow if you have questions about your benefits or if you disagree with a decision regarding your benefits.

This document supersedes, but it does not affect, any terms or acts that were done under prior provisions of the Retiree Health Fund with respect to any Participant, or their eligible dependents, who retired before this SPD became effective. Copies of the prior Plan Document and Summary Plan Description are available upon request from the Fund Office.

For Pre-Medicare Retirees, the Retiree Health Fund contributes towards the Premiums for Pre-Medicare Retiree coverage under the plans sponsored by the Pipe Trades Services MN Welfare Fund (the "**Welfare Fund**").

For Medicare-Eligible Retirees, the Retiree Health Fund contributes towards the Premiums for group insurance policies purchased by the Welfare Fund from a third-party insurance carrier.

Capitalized terms used throughout this SPD have the meanings given in Article 9 ("Definitions").

SECTION 1 BACKGROUND INFORMATION

1.1. Purpose.

The purpose of the Retiree Health Fund is to provide a Contribution Allowance on your behalf towards the cost of your Retiree coverage through the Welfare Fund. The benefit you receive is based upon your earned Service Credits. If you do not receive a Contribution Allowance from the Retiree Health Fund, you are responsible for 100% of the cost of your monthly Premiums for Retiree coverage through the Welfare Fund. See Section 4.3 ("Contribution Allowance") for more information.

1.2. Health Care Claims.

The Retiree Health Fund does not process or pay your health care claims, but provides a benefit that reduces your monthly Premiums for Retiree coverage through the Welfare Fund that you may otherwise have to pay out of pocket. Your Retiree coverage will continue to be administered by the Welfare Fund in accordance with the terms of its written plan documents.

1.3. Effective Date.

This SPD is effective January 1, 2022, and replaces and supersedes the current Plan Document and Summary Plan Description for the Twin City Pipe Trades Retiree Health Plan (the former name of the Retiree Health Fund) and all other prior documents that have been issued.

SECTION 2 ELIGIBILITY AND PARTICIPATION

You are eligible to participate in this Retiree Health Fund if you are an Employee and Contributions are payable to the Retiree Health Fund on your behalf from a Contributing Employer. A notional account will be maintained on your behalf throughout the course of your active employment until you (or your surviving Spouse) become eligible to receive benefits under this Retiree Health Fund. Your children or any other dependents are not eligible to receive benefits under this Retiree Health Fund at any time, except as may be provided in Section 4.5 ("Return of Contributions Benefit").

Contributions for Apprentices

If you are an apprentice, the applicable Collective Bargaining Agreement with your Union may not require Contributions to be paid to the Retiree Health Fund on your behalf for up to three years after you begin working for a Contributing Employer. In such cases, the Collective Bargaining Agreement has traditionally required that those Contributions are made to the Welfare Fund for the purpose of continuously maintaining your current coverage under the Welfare Fund. Please contact the Fund Office at (651) 645-4540 or your Union if you have questions.

2.1. Your Eligibility To Receive Benefits.

A. General Eligibility Requirements. You become eligible to receive benefits under this Retiree Health Fund if you:

1. Are at least age 60;
2. Are eligible for Retiree coverage from the Welfare Fund; and
3. Have accrued at least 10 Service Credits.

Although your Retiree coverage may begin as early as age 55 under the Welfare Fund, you are not eligible to receive benefits from this Retiree Health Fund until you reach age 60. You may be eligible to receive benefits from this Retiree Health Fund before you reach age 60, but only if you are also eligible for a Disability Retirement under the terms of the Welfare Fund[1] as described in Section 2.2 ("Disability Retirement").

[1] The eligibility requirements for a Disability Retirement under the Welfare Fund are described in the Pipe Trades Services MN Benefits Booklet for Pre-Medicare Retirees and Their Dependents.

B. Additional Eligibility Requirements. You must also satisfy the following requirements to be eligible to receive benefits under this Retiree Health Fund:

1. While actively employed, you must have earned at least 10 Service Credits.
2. Prior to your retirement, you must have been eligible for coverage under the Welfare Fund for 60 of the 120 months immediately preceding the date of your retirement;
3. If you were out of active status during a portion of the 120 months immediately preceding your retirement, you must work at least as many months immediately prior to your retirement as you were out of active status; and
4. If you are a:
   a. **Pre-Medicare Retiree**, you must participate in Retiree coverage under the Welfare Fund.
   b. **Medicare-Eligible Retiree**, you must be enrolled in Medicare and have coverage under a group policy purchased by the Welfare Fund.

2.2. Disability Retirement.

A Participant in the Welfare Fund is eligible for a Disability Retirement if the Trustees of the Welfare Fund, in their sole discretion, have deemed the Participant to be permanently and totally disabled on the basis of evidence that:

A. The Participant has been totally disabled by bodily injury or a physical or mental condition so as to be prevented from engaging in further work in any job classification of the type specified in the Collective Bargaining Agreement in effect between the Union and the Employer; and

B. Such disability will be permanent and continuous for the remainder of the Participant's life.

A Participant applying for a Disability Retirement with the Welfare Fund may be required to submit to an examination by a physician or physicians and employment experts designated by the Welfare Fund's Trustees, and may be required to submit to re-examination periodically as the Welfare Fund's Trustees may direct. The cost of such examination will be assumed by the Welfare Fund.

A Participant's Social Security disability award may be considered by the Welfare Fund's Trustees, but is not binding as a determination of permanent and total disability. Each year the Participant is required to submit a written affirmation of his or her disability to the Welfare Fund in the form required by the Welfare Fund's Trustees.

2.3. Termination of Your Eligibility.

You will lose your eligibility to receive benefits from the Retiree Health Fund upon the earliest occurrence of any of the following:

A. The termination of this Retiree Health Fund;

B. The effective date you opt-out of coverage under the Retiree Health Fund;

C. The date you commence employment within the geographic and trade jurisdictions of the Union for an employer that is not signed to a Collective Bargaining Agreement with the Union;

D. The date you fail to make a timely self-payment of your portion of the required Premium to the Welfare Fund; or

E. If you are a:

1. **Pre-Medicare Retiree**, the date you lose coverage under the Welfare Fund; or

2. **Medicare-Eligible Retiree**, the date you lose coverage under a group policy purchased by the Welfare Fund.

2.4. Benefits Payable upon Participant's Death.

A. Married Participants . If you are married at the time of your death, your surviving Spouse may elect to either:

1. Maintain coverage under the Retiree Health Fund as described in Section 2.5 ("Your Surviving Spouse's Eligibility To Receive Benefits Under The Plan"); or

2. Receive the "Return of Contributions" benefit described in Section 4.5 ("Return of Contributions Benefit"), if eligible.

B. Unmarried Participants. If you are not married at the time of your death, the Return of Contributions benefit described in Section 4.5 ("Return of Contributions Benefit") may be payable to your Beneficiary as determined under Section 4.6 ("Beneficiary Designations").

2.5. Your Surviving Spouse's Eligibility To Receive Benefits.

A. No Spousal Benefits During Lifetime. While you are alive, your Spouse is not eligible to receive a Contribution Allowance from the Retiree Health Fund.

B. Spousal Benefits for Post-Retirement Deaths. If your death occurs after you have retired, your surviving Spouse may become eligible to receive benefits from the

Retiree Health Fund provided your surviving Spouse timely pays 100% of any applicable Premiums owed to the Welfare Fund.

1. If you die after reaching age 60 and your Spouse is eligible for Retiree coverage under the Welfare Fund at the time of your death, your Spouse may continue receiving Retiree coverage under the Welfare Fund.

2. If you die prior to reaching age 60 and your Spouse is eligible for Retiree coverage under the Welfare Fund at the time of your death, your Spouse will not be eligible to receive benefits from the Retiree Health Fund until the date you would have reached age 60.

   During this period, your Spouse must maintain continuous coverage under the Welfare Fund from the date of your death until the date you would have reached age 60.

C. Spousal Benefits for Pre-Retirement Deaths. If your death occurs before you retire, your surviving Spouse may become eligible to receive benefits from the Retiree Health Fund provided your surviving Spouse timely pays 100% of any applicable Premiums owed to the Welfare Fund.

   1. If you die after reaching age 60 and you were eligible for Retiree coverage under the Welfare Fund at the time of your death, your Spouse may continue receiving Retiree coverage under the Welfare Fund.

   2. If you die prior to reaching age 60 and you were eligible for Retiree coverage under the Welfare Fund at the time of your death, your surviving Spouse may defer coverage under the Welfare Fund and the commencement of benefits from Retiree Health Fund from the date of your death until the date you would have reached age 60 provided that:

      a. You and your surviving Spouse must have been married for 12 months or more prior to the date of your death;

      b. You must have accrued at least 10 Service Credits.

      During the period while your surviving Spouse has deferred coverage, your surviving Spouse must continuously maintain Minimum Value Coverage with a deductible of no more than $2,000. Please review the deferral of eligibility rules in the Welfare Fund for a complete description of the applicable eligibility requirements.

2.6. Termination of Your Spouse's Eligibility.

Like you, your surviving Spouse can lose his or her eligibility to receive benefits under this Retiree Health Fund. Your surviving Spouse's eligibility will cease upon the earliest of:

A. The termination of this Retiree Health Fund;

B. The effective date of an opt-out;

C. The date your surviving Spouse fails to timely pay 100% of any applicable Premiums owed to the Welfare Fund;

D. The date of his or her death; or

E. The date your surviving Spouse is no longer eligible for Retiree coverage from the Welfare Fund.

2.7. Opt-Out of Coverage under Retiree Health Fund.

You or your surviving Spouse may opt-out of coverage under, and waive future benefits from, the Retiree Health Fund. Contributions made by Contributing Employers on your behalf during the period you have opted out of coverage will not be attributed to your notional account. Such Contributions will be held in the general assets of the Retiree Health Trust and used to pay the administrative expenses of the Retiree Health Fund.

If you opt-out of coverage, but you are eligible to participate in the Retiree Health Fund at a future date, you may re-enroll in the Retiree Health Fund at that time.

2.8. FMLA and USERRA Leaves of Absence.

Notwithstanding any provision to the contrary in this Retiree Health Fund, if you go on a qualifying leave under the FMLA or USERRA, then to the extent required by the FMLA or USERRA, as applicable, the Retiree Health Fund will continue to maintain your participation in this Retiree Health Fund on the same terms and conditions as if you continued to be actively employed.

2.9. COBRA Continuation Coverage.

Neither you nor your surviving Spouse will terminate participation or otherwise lose eligibility to receive benefits under the Retiree Health Fund as a result of a COBRA qualifying event. Consequently, COBRA continuation coverage is not available.

2.10. Genetic Information Nondiscrimination Act; Newborns Act; Women's Health Care And Cancer Rights Act.

The Retiree Health Fund does not require you or your family members to provide genetic information or undergo genetic testing, nor does the Retiree Health Fund provide coverage or the types of benefits that would trigger rights under the Genetic Information Nondiscrimination Act of 2008, the Newborns' and Mothers' Health Protection Act, or the Women's Health and Cancer Rights Act of 1988.

SECTION 3 METHOD OF FUNDING

3.1. Contributions.

Your Contributing Employer will fund the full amount of benefits under the Retiree Health Fund. Neither you nor your surviving Spouse are permitted to make Contributions to the Retiree Health Fund.

Under no circumstances will the benefits under the Retiree Health Fund be funded with salary reduction contributions, Employer Contributions over which an Employee exercises control (e.g., flex credits), or otherwise under a cafeteria plan, nor will salary reduction contributions or such employer contribution be treated as Employer Contributions to the Retiree Health Fund.

3.2. Benefits Paid From General Assets; No Separately Funded Account.

All of the amounts payable under the Retiree Health Fund will be paid from the general assets of the Retiree Health Trust. Nothing herein will be construed to require the Board of Trustees to maintain any fund or to segregate any amount for the benefit of you or any other person, and neither you nor any other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Retiree Health Trust from which any payment under the Retiree Health Fund may be made.

SECTION 4 BENEFITS

4.1. Service Credits.

Benefits under the Retiree Health Fund are calculated based upon Service Credits earned by Participants, and, for those Participants who qualify, Past Service Credit as provided in Section 4.2 ("Past Service Credits"). A Service Credit under the Retiree Health Fund is earned by a Participant based upon the Hours of Work by the Participant, and are calculated by taking a Participant's total career Hours of Work and dividing by 1,800.

There is a maximum of 30 Service Credits that may be used in the formula to determine your Contribution Allowance as provided in Section 4.3 ("Contribution Allowance"). Any Service Credits in excess of 30 will not be considered when determining your benefits from the Retiree Health Fund, except as may be provided in Section 4.5 ("Return of Contributions Benefit").

4.2. Past Service Credits.

Past Service Credit is provided for Participants who had Contributions made on their behalf to the Welfare Fund prior to January 1, 2003. For retirements on or after January 1, 2006, Participants must have at least 1,800 Hours of Work under the Retiree Health Fund during the period of January 1, 2003 to December 31, 2005, to be entitled to Past Service Credit.

Such Past Service Credit will be based upon all of the Hours of Work by the Participant under the Welfare Fund for work performed prior to January 1, 2003 divided by 1800. If a Participant is eligible for Past Service Credit, the Hours of Work by the Participant under the Welfare Fund prior to January 1, 2003 will be added to the Hours of Work by the Participant under the Retiree Health Fund for work performed on or after January 1, 2003. Notwithstanding this Section, the Trustees possess the sole and exclusive authority to determine whether a Participant is entitled to Past Service Credit.

4.3. Contribution Allowance.

The Contribution Allowance is a dollar amount based on the Service Credits you earn while actively employed by a Contributing Employer, up to a maximum of 30 Service Credits. Your Contribution Allowance will be used to reduce the cost of your out-of-pocket Premiums for your coverage under the Welfare Fund.

If you are a Pre-Medicare Retiree, the amount of your Contribution Allowance is equal to $34.188 per Service Credit per month.

For example, the Contribution Allowance for a retired member who is age 61 and has 20 Service Credits will be $683.76 ($34.188 x 20 Service Credits) per month.

If you are a Medicare-Eligible Retiree, the amount of your Contribution Allowance is equal to $14.073 per Service Credit per month.

For example, the Contribution Allowance for a retired member who is age 66 and has 20 Service Credits will be $281.46 ($14.073 x 20 Service Credits) per month.

Your Contribution Allowance will automatically be paid to the Welfare Fund each month. The Welfare Fund will invoice you for any difference between your monthly Premium amount and the Contribution Allowance.[2] If you have a balance in your Dollar Bank, such amounts will be applied towards your monthly Premium balance first (after the Contribution Allowance has been applied to the amount due) before you are invoiced for a balance of the Premium. Any Contribution Allowance payable on your behalf to the Welfare Fund will not be paid to the Welfare Fund for any month in which you have not paid the balance of your monthly Premium for coverage under the Welfare Fund.

4.4. Spousal Contribution Allowance.

If your surviving Spouse is eligible for benefits under Section 2.5 (Your Surviving Spouse's Eligibility To Receive Benefits"), your surviving Spouse will have the same Contribution Allowance paid to the Welfare Fund as would have been paid to the Welfare Fund on your behalf for but for your death. An eligible surviving Spouse will become entitled to the Contribution Allowance at the later of the date of your death or the date you would have reached age 60.

A surviving Spouse's Contribution Allowance will be determined using the age of the Participant up until the date the surviving Spouse reaches age 60. Once the surviving Spouse reaches age 60, the Contribution Allowance will be determined using the surviving Spouse's age.

4.5. Return of Contributions Benefit.

Upon your death, a Return of Contributions benefit may be payable to either your surviving Spouse or your Beneficiary. The Return of Contributions benefit is payable in a

[2] The Welfare Fund determines the amount of any monthly Premiums for coverage under the Welfare Fund. The Premium amounts due will generally depend on the Deductible amount that you elect and whether you are a Pre-Medicare Retiree, a Medicare-Eligible Retiree, or age 65. Such Premium amounts are communicated to Participants, usually during the period of mid-October to mid-November each year.

lump-sum amount and equal to 50% of the Contributions made to the Retiree Health Fund, less the amount of any benefits already paid in the form of the Contribution Allowance. The Return of Contributions benefit only becomes payable if you would have otherwise been eligible for a Contribution Allowance as of the date of your death. The Return of Contributions benefit ***does not include*** any interest on the Contribution amounts.

A. Return of Contributions for Married Participants. If you are married on the date of your death, the Return of Contributions benefit will be payable to your surviving Spouse provided:

   1. You have been married for at least 12 months prior to the date of your death;

   2. Your surviving Spouse waives his or her right to both receive a Contribution Allowance from the Retiree Health Fund and the right to continue any available coverage under the Welfare; and

   3. Your surviving Spouse does not waive his or her right to receive the Return of Contributions benefit payable from this Retiree Health Fund.

B. Return of Contribution for Unmarried Participants. If you are unmarried on the date of your death, or you are married but your Surviving Spouse has waived his or her rights, the Return of Contributions benefit will be payable to your Beneficiary as determined under Section 4.6 ("Beneficiary Designations").

C. Application Required. Any person claiming entitlement to the Return of Contributions benefit must complete the applicable forms designated by the Fund Office and provide the Fund Office with any supporting documentation requested.

4.6. Beneficiary Designations.

The Retiree Health Fund's standard beneficiary designation controls the distribution of any benefits payable upon the death of the Participant unless the Participant has designated in writing a beneficiary to whom any benefits payable upon the Participant's death should be made. However, if a married Participant designates someone other than the Participant's Spouse as the beneficiary, the Participants' Spouse must effectively consent in writing to the beneficiary or beneficiaries as required by the beneficiary designation form available from the Fund Office.

The Retiree Health Fund's standard beneficiary designation is: (A) the Participant's Spouse, or if none; (B) any child or children of the Participant in equal shares and the share of any child who does not survive the Participant, to his or her children living at the time of the Participant's death in equal shares, or if none; (C) the Participant's parents

then living in equal shares, or if none; (D) the Participant's brothers and sisters, then living, in equal shares, or if none; (E) the Participant's estate.

The term "child" as used in this Section includes both natural-born and adopted children, but not stepchildren.

4.7. Limitation on Benefits.

Benefits are only available to fund a portion of the cost of retiree health coverage through the Welfare Fund, except as provided in Section 4.5 ("Return of Contributions Benefit"). Children and non-spouse dependents are not eligible for a Contribution Allowance under this Retiree Health Fund. No Participant or Spouse will have any right to any portion of the assets of the Retiree Health Trust or to any separate claim to assets of the Retiree Health Trust, but rather a Participant's right is exclusively to receive the designated benefit available from this Retiree Health Fund at the time and in the manner provided for in this SPD.

The receipt of benefits under the Retiree Health Fund is expressly conditioned upon the Participant or surviving Spouse paying the required out-of-pocket payments to the Welfare Fund to maintain Retiree coverage under the Welfare Fund.

SECTION 5 CLAIMS AND DISPUTES

5.1. Action of Trustees.

Wherever in the Retiree Health Fund the Trustees are given discretionary powers, they will exercise such powers in a uniform and non-discriminatory manner.

The Trustees will, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Retiree Health Fund, and decisions of the Trustees will be final and binding.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Retiree Health Fund or its operation, whether as to any claim for benefits, as to the construction of the language or this Retiree Health Fund or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Retiree Health Fund or otherwise, will be submitted to the Board of Trustees for decision.

In the event a claim for benefits has been denied, no lawsuit or other action against the Retiree Health Trust, the Retiree Health Fund, or its Trustees may be filed as specified in Section 5.3 ("Claim and Appeal Decisions") until the matter has been submitted for review under the appeal procedure set forth in Section 5.2 ("Claims and Appeals"). The decision on review will be binding upon all persons dealing with the Retiree Health Fund or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter, Sections 5.2 ("Claims and Appeals") and 5.3 ("Claim and Appeal Decisions") notwithstanding.

5.2. Claims and Appeals.

A. Overview. The Board of Trustees is the Plan Administrator and responsible for making eligibility and benefit determinations under the Retiree Health Fund. The Fund Office acts on behalf of the Trustees when making initial eligibility and benefit determinations. This Section describes the Retiree Health Fund's claims and appeal procedures which, notwithstanding anything to the contrary, will be administered in accordance with 29 C.F.R. § 2560.503-1. Contact the Fund Office at (651) 645-4540 with questions about your benefits under the Retiree Health Fund.

B. Authorized Representatives. You may authorize another individual to act on your behalf regarding your benefit claim and appeal. To designate an authorized

representative, you must complete the required claim and appeal forms available by contacting the Fund Office.

C. Claim Response. The Trustees will direct the Fund Office to review your application for benefits within 45 days of the receipt of your completed benefit application. If additional time is required to determine your claim for benefit, you will receive a notice advising that the Retiree Health Fund is extending the period of time to decide the claim.

D. Timing of Response. The Retiree Health Fund may extend the period of time for up to an additional 45 days. Before the end of the initial 45-day period (or the 45-day extension period), the Retiree Health Fund will either send you a written decision on the claim or provide notice that it is extending the period for an additional 90 days. If an extension is necessary, the notice will explain:

1. The circumstances requiring a delay; and
2. The date that the Fund Office expects to make its decision.

If an extension is necessary due to your failure to submit the necessary information, the Fund Office's timeframe for making a benefit determination is tolled from the date the Fund Office sends you the extension notification until the date you respond to the request for additional information.

You will have at least 45 days to provide any specified information.

If the Fund Office does not respond to your claim within 45 days, you should treat your claim as being denied and submit a written appeal.

E. Claim Denial Notices. If your claim is denied, in whole or in part, the Fund Office will notify you in writing. The claim denial notice will include:

1. The specific reason or reasons why your claim is denied;
2. A reference to the specific SPD provisions on which the denial is based;
3. A description of any additional material or information that is needed, and an explanation of why it is needed;
4. A description of the Retiree Health Fund's appeal procedures and deadlines applicable to these procedures; and
5. A statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") following an adverse benefit determination on appeal.

F. Filing a Claim Appeal. You have 180 days following receipt of a denial notice to submit an appeal. The appeal should include any written comments, documents, records, or other information relating to your claim.

A review of your appeal may be conducted by the Trustees, or by a person or committee designated by the Trustees, after which a recommended decision will be given to the Trustees. The review of your appeal will take into account all comments, documents, records, and other information you submit relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

G. Appeal Response. The Trustees will decide your appeal no later than the date of the Trustees' next regular meeting immediately following the date on which the request for review was received, unless the request is received less than 30 days prior to the meeting, in which case the Trustees may make their decision by the second regularly-scheduled meeting following the completed submission of your appeal.

If special circumstances exist requiring additional time to make the determination, then the determination will be made not later than the third meeting following the completed submission of your appeal. You will be notified in writing prior to the commencement of this extension, describing the special circumstances requiring a delay and the date as of which the Trustees expect to make a decision.

If an extension is necessary due to your failure to submit necessary information, the Trustees' time frame for making a benefit determination on review is tolled from the date the Trustees send you the extension notification until the date you respond to the request for additional information.

Before a benefit denial is issued on appeal, if the denial is issued based on a new or additional rationale, you will be provided, free of charge, with the rationale. You will be provided with the rationale as soon as possible and sufficiently in advance of the date on the appeal denial notice is due, so that you have a reasonable opportunity to respond.

H. Appeal Denial Notices. The Trustees' decision on your appeal will be communicated to you within five days of the meeting at which the decision was made. If your appeal is denied, the Trustees will notify you in writing. The appeal denial notice will include:

1. The specific reason or reasons why your appeal is denied;
2. A reference to the specific Fund provisions on which the denial is based;

3. Notice that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
4. Notice of your right to bring an action under ERISA § 502(a).

5.3. Claim and Appeal Decisions.

The Board of Trustees has the sole discretion in making decisions with respect to any claim, question, or controversy of any nature arising in any manner between any parties or persons in connection with the Retiree Health Fund or its operation. The Trustees' decisions are final and binding, subject to the right to appeal to the Trustees and unless found by a court to be arbitrary and capricious. Similarly, the decision of the Board of Trustees with respect to an appeal of a denied claim is final and binding unless the decision is determined by a court to be arbitrary and capricious.

You must comply with the Retiree Health Fund's claims procedures in order to bring an action in court. Generally, you must exhaust your internal administrative appeal rights before suing.

All disputes, grievances, or claims against the Retiree Health Fund or Trustees must be filed within one year of the date of the notice of the final determination or action which is the subject of your claim.

Any claim that you have relating to or arising under the Retiree Health Fund may only be brought in the U.S. District Court for the District of Minnesota. No other court is a proper venue for your claim. The U.S. District Court for the District of Minnesota will have jurisdiction over you and any other Participant, beneficiary, alternate payee or other interested party named in the action.

You and the Retiree Health Fund may alternatively agree to arbitrate a claim. If you and the Retiree Health Fund agree to arbitrate a dispute, the terms and provisions for the arbitration process, including the selection of an arbitrator, will be set forth in the arbitration agreement. The costs of arbitration will be shared equally by the parties.

SECTION 6 IMPORTANT INFORMATION ABOUT THE PLAN

This Section of the Retiree Health Fund contains information required by the Employee Retirement Income Security Act of 1974 (ERISA). This information is provided to help identify this Plan and the people who are involved in its operation as required under ERISA.

6.1. Name.

This plan is known as the Pipe Trades Services MN Retiree Health Fund.

6.2. Plan Sponsor and Plan Administrator.

The Board of Trustees of the Pipe Trades Services MN Retiree Health Fund is both the Plan Sponsor and Plan Administrator, as such terms are defined by ERISA. The Trustees are:

Employer Trustees

Doug Jones
Schulties Plumbing
1521 94th Lane NE
Blaine, MN 55449

Gary Thaden
Minnesota Mechanical Contractors Assoc.
10590 Wayzata Blvd., Suite 100
Minnetonka, MN 55305

Kristen Olson
Major Mechanical
11201 86th Avenue N
Maple Grove, MN 55369

Mike Tieva
Northland Mechanical
9001 Science Center Drive
New Hope, MN 55428

Matt Marquis
Minnesota Mechanical Contractors Assoc.
10590 Wayzata Blvd., Suite 100
Minnetonka, MN 55305

Union Trustees

Jake Pettit
Pipefitters Local # 539
312 Central Avenue SE
Minneapolis, MN 55414

Jeff Huberty
Plumbers Local # 34
353 7th Street W, Suite 104
St. Paul, MN 55102

Sam Arnold
Plumbers and Pipefitters Local # 6
3111 19th Street NW
Rochester, MN 55901

Joe Lane
Plumbers Local # 15
8625 Monticello Lane North, Suite 1
Maple Grove, MN 55369

Scott Seath
Pipefitters Local # 455
1301 L'Orient Street
St. Paul, MN 55117

The Board of Trustees has delegated the day-to-day administration of the Retiree Health Fund to the Fund Office. You can contact the Fund Office at:

Pipe Trades Services MN Retiree Health Fund
4461 White Bear Parkway, Suite 1
White Bear Lake, MN 55110
Phone: (651) 645-4540

6.3. Agent for Service of Legal Process.

The Board of Trustees is the Retiree Health Fund's agent for service of legal process. Any legal documents pertaining to the Retiree Health Fund or the related benefit funds must be served upon the Trustees at the Fund Office at:

Board of Trustees
Pipe Trades Services MN Retiree Health Fund
4461 White Bear Parkway, Suite 1
White Bear Lake, MN 55110

Legal process may also be served upon Fund Counsel, at the following address:

Ernest F. Peake
Taft Stettinius & Hollister, LLP
80 South Eighth Street, Suite 2200
Minneapolis, MN 55402

6.4. Identification Numbers.

The employer identification number assigned to this Retiree Health Fund by the Internal Revenue Service is 16-1657260. The plan number assigned by the Board of Trustees to the Retiree Health Fund is 502.

6.5. Type of Plan.

The Retiree Health Fund is funded exclusively by Employer Contributions. The Retiree Health Fund is an "employee welfare benefit plan" under ERISA § 3(1) and a "group health plan" under ERISA § 733(a) and Code § 5000(b)(1). However, the Fund is exempt from the Patient Protection and Affordable Care Act's "market reforms" because participation in the Retiree Health Fund is limited to Retirees and their eligible dependents. Benefits paid are exempt from income tax under Code § 105.

6.6. Plan Year.

The Retiree Health Fund's Plan Year begins on January 1, and ends on December 31. The records of the Retiree Health Fund are kept on a calendar year basis.

6.7. Source of Contributions.

The Retiree Health Fund is self-insured. Contributions to the Retiree Health Fund are made by Contributing Employers in accordance with their Collective Bargaining Agreements or by written agreement with the Board of Trustees. The Fund Office will provide, upon request, information as to whether a Contributing Employer is actually contributing to the Retiree Health Fund. The Collective Bargaining Agreements require fixed Contributions to the Retiree Health Fund at fixed rates per Hour of Work. Participation Agreements establish the basis upon which Contributions are made to the Retiree Health Fund for Participants who are not covered by a Collective Bargaining Agreement.

6.8. Expenses.

All reasonable expenses incurred in administering the Retiree Health Fund are paid by the Retiree Health Fund.

6.9. 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 Retiree Health Fund intends to comply with such guidance that is applicable to the Retiree Health Fund and will notify affected individuals as the Trustees deem appropriate in their sole and absolute discretion.

SECTION 7 YOUR ERISA RIGHTS

As a Participant, you are entitled to certain rights and protections under 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 Retiree Health Fund, including any 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 Retiree Health Fund, 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 Retiree Health Fund, called "fiduciaries" of the Retiree Health Fund, have a duty to do so prudently and in the interest of you and other Retiree Health Fund 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 Retiree Health Fund documents or the latest annual report from the Retiree Health Fund 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 Retiree Health Fund fiduciaries misuse the Retiree Health 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. If you have any questions about your Retiree Health Fund, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, 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.

SECTION 8 MISCELLANEOUS

8.1. Reliance on Information.

The Board of Trustees may rely upon the information submitted by you as being accurate and not misleading, and will not be responsible for any act or failure to act due to inaccurate or misleading information you provided or due to your direction or lack of direction. The Board of Trustees will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Retiree Health Fund or the Board of Trustees.

8.2. Effect of Mistake.

In the event of a mistake by the Retiree Health Fund as to your eligibility or benefits, the Retiree Health Fund will endeavor to correct the mistake by placing persons and entities affected by the mistake in the positions they would have held had the mistake not been made to the extent that it deems administratively possible and legally permissible. If a mistake resulted in an overpayment by the Retiree Health Fund, the Retiree Health Fund may take any appropriate action to collect the overpayment, including, without limitation, adjusting your account, offsetting your benefits, or filing suit.

8.3. Fraud, Intentional Misrepresenation.

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

8.4. Quasi-Forfeiture of Benefits.

If the Fund Office determines that a Participant or Beneficiary is missing when a distribution is required to be made under the terms of this SPD or by law, the amount payable will be forfeited to the Retiree Health Fund. Forfeited amounts will be held by the Retiree Health Fund in a forfeiture account and used to pay the necessary and reasonable operating expenses of the Retiree Health Fund. A Participant or Beneficiary will be treated as missing consistent with the missing participant policy and procedures adopted by the Trustees. If a missing Participant or Beneficiary is located or requests a

distribution after the forfeiture has occurred, only the amount forfeited will be restored to such person. Such person will not be entitled to any interest or earnings on the forfeited amount that may have accrued between the date of forfeiture and the restoration of benefits. Restored benefit amounts will be payable from the Retiree Health Fund's forfeiture account.

8.5. Indemnification.

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

8.6. Non-Assignability of Rights.

You may not assign your right to benefits under the Retiree Health Fund or your right to payment from the Retiree Health Fund. You may not assign any right associated with your right to benefits under the Retiree Health Fund or your right to payment from the Retiree Health Fund. Except as required by law, the Retiree Health 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 Retiree Health Fund or the Trustees that involves the Retiree Health Fund.

8.7. 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 Section 4.6 ("Beneficiary Designations"). Payments made under this Section will constitute full and final discharge of all obligations of this Retiree Health Fund to the extent of such payments.

8.8. Amendments; Termination of the Fund.

The Board of Trustees intends to continue the Retiree Health Fund indefinitely. The Trustees retain the right to amend the Retiree Health Fund at any time, prospectively or retrospectively to the extent permitted by law. Any amendment to the Retiree Health Fund will be binding on all covered persons on the effective date of the amendment. Trustees will also retain the right to terminate the Retiree Health Fund. In this event, the assents of the Retiree Health Fund will be applied to all existing benefit obligations, and any balance that cannot be so applied will be applied to other uses as, in the opinion of

the Trustees, will best service the intentions of the Retiree Health Fund. Upon the disbursement of the entire Retiree Health Fund, the Retiree Health Fund will then terminate.

8.9. Mistaken Contributions.

The Retiree Health Trust may refund Contributions made to the Retiree Health Trust by an Employer (or other entity) only if the Trustees determine that the Contributions were made due to mistake of fact or law and the Employer (or other entity) requests the refund in writing within six months of the date that the Trustees determine that the Contribution was made by a mistake of fact or law. To the extent a benefit has already been paid based upon the claimed mistaken Contribution, no refund will be allowed.

SECTION 9 DEFINITIONS

Capitalized terms not otherwise defined below will have the meanings given in the "Definitions" section of the Uniform Terms for Plans and Programs Maintained by the Pipe Trades Services MN Welfare Fund (which is near the end of the Pipe Trades Services MN Welfare Fund Benefits Booklet for Pre-Medicare Retirees and Their Dependents).

9.1. Board of Trustees, Trustees.

The Trustees of the Pipe Trades Services MN Retiree Health Fund.

9.2. Code.

The Internal Revenue Code, set forth at Title 26 of the U.S. Code, as may be amended from time to time, as well as the regulations promulgated thereunder ("**Treasury Regulations**").

9.3. Collective Bargaining Agreement, Participation Agreement or Reciprocity Agreement.

A written agreement binding an Employer to make Contributions to the Retiree Health Trust. A "Reciprocity Agreement" with another trust—meaning an agreement under which Contributions are paid into the Retiree Health Trust pursuant to a Participant's Hours of Work in another jurisdiction—will be given effect as a Participation Agreement.

9.4. Contributing Employer, Employer.

An employer that has an executed Collective Bargaining Agreement with the Union providing for payment of Contributions to the Retiree Health Trust and whose status as a Contributing Employer has not been terminated by the Trustees.

"Contributing Employer" or "Employer" also includes an employer who has executed a Participation Agreement, approved by the Trustees, providing for payment of Contributions to the Retiree Health Trust .

9.5. Contribution, Employer Contribution.

A payment made to the Retiree Health Trust by an Employer on behalf of its Employees as required under a Collective Bargaining Agreement, Participation Agreement or Reciprocity Agreement for the Hours of Work performed by the Employee for the Employer.

Copies of the relevant rate sheets identifying the Contribution rates for each Collective Bargaining Agreement are available free of charge from the Fund Office.

9.6. Employee.

An individual for whom the Employer is obligated to make Contributions to the Retiree Health Trust under a Collective Bargaining Agreement, Participation Agreement, or Reciprocity Agreement.

An individual's status as an Employee who is otherwise eligible to participate in the Retiree Health Fund pursuant to Section 2.1 ("Your Eligibility to Receive Benefits") will be subject to any limitations or restrictions imposed by the Labor Management Relations Act of 1947, the Code, ERISA and any applicable rules, policies and procedures adopted by the Trustees (e.g., collectively-bargained alumni).

9.7. Hour of Work.

The hours of work in which an Employee performed services and for which he was paid or entitled to payment, adjusted to include premium hours in accordance with the prevailing Collective Bargaining Agreement.

A. An Hour of Work also means each hour for which back pay, irrespective of mitigation of damage, has been either awarded to the Employee or agreed to by the Employer, which will be credited to the Employee for the computation period or periods to which the award or agreement pertain rather than the computation period in which the award, agreement or payment was made.

B. Hour of Work also includes hours worked in another jurisdiction for which Contributions are paid into the Retiree Health Trust pursuant to a Reciprocity Agreement. Hours of Work transferred from another jurisdiction will be calculated by dividing the total payment made to the Retiree Health Trust by the current applicable Collective Bargaining Agreement rate.

The U.S. Department of Labor's ("**DOL's**") regulations found at DOL Reg. §§ 2530.200b-2(b) ("Special rule for determining hours of service") and (c) ("Crediting hours of service to computation periods"), as amended from time to time, are incorporated into the Fund by this reference, but only to the extent not inconsistent with the Retiree Health Fund's definition of Hour of Work.

9.8. Medicare-Eligible Retiree.

An individual who is eligible to enroll in Medicare (whether or not such individual is actually enrolled in Medicare), and who has submitted an acceptable application for retirement to the Welfare Fund and this Retiree Health Fund and whose application has been approved by both the Trustees of the Welfare Fund and the Trustees of the Retiree Health Fund.

9.9. Pre-Medicare Retiree.

An individual who is not eligible to enroll in Medicare, who has submitted an acceptable application for retirement to the Welfare Fund and whose application has been approved by the Board of Trustees of the Welfare Fund.

9.10. Retiree Health Fund.

The Pipe Trades Services MN Retiree Health Fund.

9.11. Retiree Health Trust.

The Pipe Trades Services MN Retiree Health Trust.

9.12. Service Credit.

A credit calculated by dividing your total career Hours of Work by 1,800, up to a maximum of 30 Service Credits.

9.13. Spouse.

An individual with whom you validly entered a formal legal relationship, denominated under the law of the state or foreign jurisdiction where the relationship was entered as a "marriage", that has not been legally dissolved, annulled, subject to separation, or otherwise terminated by the law of any state or foreign jurisdiction. The Retiree Health Fund may require proof of a valid marriage before recognizing an individual as a Spouse. An individual will be presumed to no longer be your Spouse if you and the individual reside apart for a period of six months or more unless you submit satisfactory documentation to the contrary.

9.14. Welfare Fund.

The Pipe Trades Services MN Welfare Fund.

IN WITNESS WHEREOF, this Plan Document and Summary Plan Description has been adopted this 1st day of January, 2022. Unless otherwise specified herein, this Plan Document and Summary Plan Description and its provisions are effective January 1, 2022.

EMPLOYER TRUSTEES

UNION TRUSTEES