



**BOILERMAKERS LOCAL 83  
SUPPLEMENTAL HEALTH &  
WELFARE FUND PLAN  
AND  
SUMMARY PLAN DESCRIPTION**

*January 2007*



**FRONT INSIDE COVER**

# **LETTER FROM THE BOARD OF TRUSTEES**

**Boilermakers Local 83**

**Supplemental Health & Welfare Fund**

6405 Metcalf, Suite 200, Overland Park, KS 66202

(913) 236-5490

FAX (913) 236-5499

To All Participants:

As Trustees of the Boilermakers Local 83 Supplemental Health & Welfare Fund, we are pleased to provide you with this Summary Plan Description of the Boilermakers Local 83 Supplemental Health and Welfare Plan ("Supplemental Plan") which is effective January 2006.

On January 1, 2006, the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 83 and certain employers established this Supplemental Plan for eligible Members.

We encourage you to read the following pages carefully and keep them with your important papers for future reference.

If you have any questions about the Plan, or your status under the Plan, contact the Fund Office at (913) 236-5490.

Sincerely,

Board of Trustees

This booklet is the Plan and Summary Plan Description, which is intended to give you a summary of the major features of the Supplemental Plan.

The only people authorized to answer questions concerning the Supplemental Plan are the Board of Trustees, and/or their authorized representatives. If you have a question regarding the Supplemental Plan, call the Fund Office at (913) 236-5490. If you would like to fax your question to the Fund Office, the fax number is (913) 236-5499.

You, your beneficiaries or legal representatives may examine the Supplemental Plan Document and other Supplemental Plan documents during regular business hours or by appointment at the Fund Office. Copies of the official Supplemental Plan documents are available at these locations:

**Administrator's Office**

TIC International Corporation  
6405 Metcalf, Suite 200  
Overland Park, KS 66202  
Telephone (913) 236-5490  
Fax (913) 236-5499

**Local Union Office**

Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
Telephone (816) 523-8300

On or before March 31, 2007, this information will also be available on the internet at: [www.bml83shw.org](http://www.bml83shw.org)

**THE BOARD OF TRUSTEES OF THE  
BOILERMAKERS LOCAL 83 SUPPLEMENTAL  
HEALTH & WELFARE FUND**

**Management Trustees**

Greg Purdon (Secretary)  
Enerfab, Inc.  
4351 Clary Blvd.  
Kansas City, MO 64130  
(816) 923-3100

David Herzog  
APComPower, Inc.  
9898 Pflumm Road  
Lenexa, KS 66215  
(913) 894-0121

Tim Locke  
Locke Equipment Sales Co., Inc.  
1917 E. Spruce  
Olathe, KS 66062  
(913) 782-8500

**Administrative Manager**

Michael Gauthier  
TIC International Corporation  
6405 Metcalf, Suite 200  
Overland Park, KS 66202  
(913) 236-5490

**Union Trustees**

Roger Erickson (Chairman)  
Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

Larry Horseman  
Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

Randy Cruse  
Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

**Plan Counsel**

Richard Calcara  
Blake & Uhlig, P.A.  
753 State Avenue  
475 New Brotherhood Building  
Kansas City, KS 66101

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## **GENERAL INFORMATION**

The Boilermakers Local 83 Supplemental Health & Welfare Fund ("Supplemental Fund") was established on January 1, 2006 by a Trust Agreement at the direction of Boilermakers Local 83 and participating Employers. The Supplemental Fund pays for the expenses of operating and providing benefits through the Supplemental Plan.

The purpose of the Supplemental Plan is to provide supplemental benefits to members of the Boilermakers Local Union 83 and, in certain cases, to members of other Boilermakers Local Unions working within the jurisdiction of the Boilermakers Local Union 83 who qualify for benefits.

The Supplemental Plan is sponsored and administered by a Board of six Trustees who are appointed by the Bargaining Parties. The Trustees, who are the legal Plan Administrator, have retained TIC International Corporation to manage the day-to-day affairs of the Supplemental Plan.

The Supplemental Fund is funded by Employer contributions at a negotiated hourly contribution rate applicable to all hours paid to the Employees of each contractor covered by the Collective Bargaining Agreement.

This Summary Plan Description is intended to describe the way in which the Supplemental Plan operates and advise you what your benefits are and how and where you may obtain them. Of course, you may get additional information at the Union Office or the Fund Office. If you have questions about your Supplemental Fund, you should contact the Union Office or the Fund Office.

WHILE EVERY EFFORT HAS BEEN MADE TO MAKE THIS SUMMARY PLAN DESCRIPTION AS ACCURATE AS POSSIBLE, THE FINAL ANSWER TO ANY QUESTION, OF COURSE, MUST COME FROM THE TRUSTEES OF THE SUPPLEMENTAL HEALTH AND WELFARE FUND.

NO ONE HAS THE AUTHORITY TO SPEAK FOR THE TRUSTEES OF THE FUND IN EXPLAINING THE ELIGIBILITY RULES OR BENEFITS PROVIDED BY THE FUND, EXCEPT THE FULL BOARD OF TRUSTEES OR THE FUND'S ADMINISTRATIVE MANAGER TO WHOM SUCH AUTHORITY HAS BEEN DELEGATED.

THE FUND'S ADMINISTRATIVE MANAGER'S DECISIONS ARE SUBJECT TO REVIEW BY THE BOARD OF TRUSTEES.



## **SECTION I - ELIGIBILITY PROVISIONS**

### **Initial Eligibility Provisions**

In order to be eligible to participate in the Supplemental Plan you must meet the following requirements:

1. You must have retired on or after January 1, 2007.
2. You must be receiving a monthly benefit from the Boilermaker-Blacksmith National Pension Trust.
3. You must be at least 55 years of age.
4. You must have at least 500 hours of Employer contributions made to the Fund in your behalf since the inception of the Supplemental Plan on January 1, 2006.
5. You must have worked at least 8,000 hours within the jurisdiction of Local 83. (Proof of field construction hours required, as determined by Boilermaker-Blacksmith National Pension Trust records, field dues or other appropriate documentation).
6. You must have at least 4,000 hours within the jurisdiction of Local 83 in the 10 calendar years preceding your retirement, including the year in which you retire.
7. You must be no longer eligible for active plan benefits, unless extended by COBRA, in the Boilermakers National Health and Welfare Plan.
8. You must have reimbursable expenses as defined herein.

### **Continuation of Eligibility**

You will continue to remain eligible for participation in the Supplemental Plan as long as you continue to satisfy all of the requirements listed under the Initial Eligibility section.

### **Termination of Coverage**

Your eligibility and coverage under the Supplemental Plan will end on the earliest of the following:

- 1) Coverage will terminate on the last day of the calendar month in which you begin employment and are no longer receiving a pension benefit from the Boilermaker-Blacksmith National Pension Trust; or
- 2) The last day of the calendar month you cease to satisfy the Initial Eligibility requirements stated above; or
- 3) The day this Supplemental Plan is terminated; or
- 4) The day you request your coverage under the Supplemental Plan be canceled; or
- 5) The day you become covered under the Boilermakers National Health and Welfare Plan for Active Boilermakers; or
- 6) Death of the Participant.

Once eligibility and coverage has terminated, you must again meet the Initial Eligibility provisions listed in the Initial Eligibility section in order to again participate in the Supplemental Plan.

### **Military Service**

Your eligibility to participate in this Supplemental Plan shall end on the day in which you are inducted, enrolled or enlisted into the military service of this country other than for temporary service. You may, by written notice, request that the Board of Trustees freeze your eligibility. Upon your honorable discharge from military service, and upon giving written notice to the Board of Trustees within 30 days of your honorable discharge, you may reinstate your eligibility on the first day of the month following the month in which you are discharged from military service.

## **SECTION II - SCHEDULE OF BENEFITS**

### **Benefit Periods**

There will be two (2) Benefit Periods each year. Benefit periods will be January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup> each year. Reimbursable Expenses submitted for each benefit period will be included in the next Semi-Annual Distribution. Benefits will be paid within a reasonable period of time after the end of each benefit period.

Benefit checks will be issued by the Fund Office and mailed to each eligible Participant's last known address. It is your responsibility to notify the Fund Office of any change of address.

### **Benefit Amounts**

**The Trustees, at their sole discretion, will determine the maximum total amount of benefits to be distributed for each benefit period by reviewing the amount of claims submitted compared with total Fund assets, reduced by the amount of reserves to be maintained by the Fund for future benefits and operating expenses.**

### **Reimbursable Benefits**

Eligible Employees will receive a portion of the semi-annual distribution to reimburse them for expenses paid for self-payments to the Boilermakers National Health and Welfare Fund or premiums to a bonafide health care insurance company or self funded medical plan for health care coverage.

The benefit amount will be based on all, or a percentage of, the Retiree self-payment for coverage under the Boilermakers National Health and Welfare Fund or other health care plan, ***as determined by the Trustees each benefit period.*** (Example: If the single self-pay rate is \$400 per month under the Boilermakers National Health and Welfare Fund and the Trustees determine that the Supplemental Fund can pay 70% of that, (\$280) all eligible retirees with single coverage will receive 70% of the amount actually paid, up to the \$280 maximum.) Similar formulas will be used for plans with dependent coverage.

The Boilermakers National Health and Welfare Fund rates multiplied by the percentage being used for the benefit period, will constitute the maximum amount payable under the plan. To the extent the Boilermakers National Health and Welfare Fund does not have a comparable rate category, the Trustees will, at their sole discretion, apply a benefit maximum.

The following expenses are covered reimbursable expenses:

- o Premiums or self-payments paid for coverage under a health care plan.
- o Premiums paid to the spouse's employer for your dependent coverage under your spouse's health plan.
- o Medicare Part D prescription drug premiums.
- o COBRA premiums.

The following expenses are **not** covered under the Supplemental Plan:

- o Self-payments or premiums paid only for separate dental or vision coverage
- o Self-payments or premiums paid only for dependents or surviving spouses
- o Expenses incurred for medical treatment or services, such as amounts paid to doctors, hospitals or pharmacies
- o Amounts paid to medical service providers for insurance deductibles, co-pays, etc.
- o Amounts paid to Health Savings Accounts (HSA) or Flexible Spending Accounts.

## SECTION III – CLAIMS

### **Procedure for Filing a Claim**

You must file a claim with the Supplemental Fund for reimbursement of each covered expense you incur and provide proof of payment for each expense.

The claim will include paperwork you must sign that authorizes the release of any necessary information about you from the Boilermaker–Blacksmith National Pension Trust and your Health Care Plan.

In order to file a claim, you must first obtain a claim form. Claim forms are available at the following addresses:

Boilermakers Local Union 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
Telephone (816) 523-8300

-or-

The Boilermakers Local Union 83  
Supplemental Health and Welfare Fund  
c/o TIC International Corporation  
6405 Metcalf, Suite 200  
Overland Park, KS 66202  
Telephone (913) 236-5490

On or before March 31, 2007, this information will also be available on the internet at: [www.bml83shw.org](http://www.bml83shw.org)

**Claims are due within 60 days after the end of each benefit period.** All sections of the claim form must be accurately completed, signed and dated. The completed form must be filed with the **Fund Office** no more than 60 days following the end of each benefit period, to be paid with the current distribution.

Claims filed more than 60 days after the end of the benefit period, but within 6 months, will be included in the distribution for the **next** benefit period.

***Claims submitted more than six (6) months after the expenses were incurred will be denied and not considered for benefit payment.***

To be considered timely, the claim form must be accompanied by the required paperwork that authorizes the release of information from the National Pension Trust and your Health Care Plan and must include proof of payment for each expense.

A decision as to the validity of the claim will be made as promptly as possible after the claim is received, with necessary documentation. If a delay occurs, you will be notified of the reasons for the delay, as well as the anticipated length of the delay, in writing. If further information or other material is required, you will also be informed. You must honor any reasonable request for further information or for a re-payment agreement or you will not be able to receive payment on your claim.

If your claim is denied, you will be notified in accordance with the requirements of ERISA and informed of:

1. The specific reason or reasons for the denial;
2. Reference to the specific Supplemental Plan provisions on which the denial is based;
3. A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
4. A description of the Supplemental Plan's appeal procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following denial on appeal.

**Procedure for Appealing a Claim**

Questions regarding the interpretation of the provisions of the Supplemental Plan should be presented to the Administrative Manager: TIC International Corporation, 6405 Metcalf, Suite 200, Overland Park, KS 66202, Telephone: (913) 236-5490. If the issue is not resolved through informal discussion with the Administrative Manager, then you may present a written appeal to the Board of Trustees, Boilermakers Local 83 Supplemental Health and Welfare

Plan, c/o TIC International Corporation, 6405 Metcalf, Suite 200, Overland Park, KS 66202. The Trustees have complete authority and discretion to construe and interpret the provisions of the Supplemental Plan and Trust Agreement.

Your written appeal will be presented at the next regularly scheduled meeting of the Trustees, who will notify you of the resolution of the complaint within 31 days following the meeting of the Board. Any interpretation of the Supplemental Plan or Trust Agreement made by the Trustees and their resolution of your inquiry shall be final.

As part of your appeal rights:

1. You shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
2. You shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
3. The review on appeal shall take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination, and;
4. The appeal of the denial shall not afford deference to the initial denial and shall be conducted by an appropriate named fiduciary of the Supplemental Plan who is neither the individual who made the denial that is the subject of the appeal, nor the subordinate of such individual.

If your appeal is denied, you shall be informed of:

1. The specific reason or reasons for the denial on appeal;
2. Reference to the specific Supplemental Plan provisions on which the denial is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;

4. A statement describing any voluntary appeal procedures offered by the Supplemental Plan and your right to obtain the information about such procedures, and a statement of the claimant's right to bring an action under Section 502(a) of the ERISA.

The written decision of the Trustees shall be final, binding and conclusive. All appeal procedures described above must be followed and exhausted before you may institute any legal action including an action or proceeding before any court, administrative agency or arbitrator, unless the Supplemental Plan fails to follow the above claims and appeal procedures. If you file suit before you exhaust the above appeals procedures, your suit could be dismissed and any further suits barred. If you have exhausted the claims and appeal process or if the Supplemental Plan fails to follow the above claims and appeal procedures, you may proceed with any legal action available to you pursuant to ERISA §502 or other applicable law.

### **Assignment of Benefits**

Benefits under the Supplemental Plan may not be assigned, pledged, alienated, transferred or otherwise encumbered by you or your beneficiaries.



## **SECTION IV - GENERAL PLAN PROVISIONS**

### **A. Payment of Benefits**

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

### **B. Substantiation of Claim**

In order for the Supplemental Plan to pay a claim, you must provide proof that you have actually incurred a covered expense, such as a self-payment for coverage under the Boilermakers National Health and Welfare Plan for Retired Boilermakers. You must honor any reasonable request for further information from the Trustees. Otherwise, the Supplemental Plan will not be able to pay your claim.

### **C. Right to Rely on Advisors**

If the Plan Administrator questions whether a claim should be paid, the Trustees have the right to rely on their advisors in making the decision.

### **D. Rights under the Plan are Legally Enforceable**

Your rights to participate in and obtain benefits in and under this Supplemental Plan are legally enforceable and can be enforced by filing suit in a state or federal court. However, you do not have the right to bring any legal proceeding or action against the Supplemental Plan until 90 days after you have properly submitted an inquiry under the procedure for appealing a claim described on page 6. If you are still dissatisfied after exhausting your rights under the procedure for appealing a claim, then you may initiate legal action against the Trust fund and/or this Supplemental Plan. If you do not bring such legal action against the Trust Fund and/or this Supplemental Plan within the

applicable Statute of Limitations after the denial of your appeal, then you will forfeit your rights to bring any legal action against the Trust Fund and/or this Supplemental Plan.

#### **E. Change of Eligibility Rules**

The Board of Trustees, in their sole discretion, are empowered to change or amend the Plan at any time by amendment or resolution duly executed. There are no vested benefits in the Supplemental Plan.

#### **F. Delinquent Contributions**

In order to protect the interests of Participants under the Supplemental Plan, the Trustees reserve the right to promulgate rules and regulations denying further participation in the Supplemental Plan by Employees where Employer contributions on behalf of one or more Employees have been in arrears for a specified number of hours or weeks of service, as determined by the Trustees at their sole discretion. The Plan will not credit any unpaid delinquent contributions to the participants to apply toward the eligibility requirements.

#### **G. Legal Actions**

No actions at law or in equity shall be brought to recover any benefits provided under this Plan prior to the expiration of 90 days after written proof of loss has been furnished, nor shall any such action be brought after the expiration of applicable Statute of Limitations after the time written proof of loss is required to be furnished.

#### **H. Right to Receive and Release Necessary Information**

To determine the applicability of and to implement the terms of this provision or any provision of similar purpose in any other plan, the Trustees may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information with respect to any person which the Trustees deems to be necessary for such purposes. Any person claiming benefits under this Supplemental Plan shall furnish to the Trustees such information as may be necessary to implement this provision.

## **I. Right of Recovery**

Whenever payment of benefits have been made by the Trust Fund in excess of the maximum amount of payment necessary at that time to satisfy the covered expenses or for which the participant was not entitled, the Trust Fund shall have the right to recover such payments from among one or more of the following, as the Trust Fund shall determine: Any persons to or for or with respect to whom such payments were made or any other organizations, including but not limited to Participants and their Dependents. The Trustees reserve the right to reduce or withhold future benefit payments under the Supplemental Plan in order to correct a prior overpayment to you or collect through any applicable legal means.

## **J. Governing Laws**

This Plan shall be construed, enforced and administered and the validity determined in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the Internal Revenue Code of 1986, as amended, and the laws of the State of Missouri.

## **K. Employment Rights**

The establishment of this Plan shall not be construed as conferring any legal rights upon any Employee or any other person for continuation of employment, nor shall it interfere with the rights of any Employer to discharge any Employee and/or treat him or her without regard to the effect which such treatment might have upon him or her as a Participant in this Supplemental Plan.

## **L. Medical Examination**

No medical examination shall be required of any person in order to obtain coverage for benefits.

## **M. Trustee Rights**

The Trustees shall have the exclusive right and discretion to make any finding of fact necessary or appropriate for any purpose under the Supplemental Plan including, but not limited to, the determination of eligibility for and the amount of any benefit

payable under the Supplemental Plan. The Trustees shall have the exclusive right and sole discretion to interpret the terms and provisions of the Supplemental Plan and to determine any and all questions arising under the Supplemental Plan in connection with administration thereof, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies or omissions, by general rule or particular decision. The Trustees have the authority to file all reports or other filing necessary to meet the reporting and disclosure requirements of ERISA or other law. All decisions made by the Trustees and any action taken by them in respect of the Supplemental Plan or the Trust Agreement shall be conclusive and binding on all persons, and shall be given the maximum possible deference allowed by law.

**N. Funding Medium for the Accumulation of Supplemental Plan Assets**

Assets are accumulated and benefits are provided directly by the Trust Fund. The principal and income of this Supplemental Plan are to be used for the exclusive benefit of Participants, and for defraying proper expenses of administering the Supplemental Plan.

**O. Effective Date When Supplemental Plan Began**

January 1, 2006

**P. Sources of Contributions to the Supplemental Plan**

Contributions to this Plan are made by Employers in accordance with the terms and conditions of the Supplemental Plan. Employer Contributions shall be made to the Trust Fund only under the obligations of a Collective Bargaining Agreement and/or other written agreement between the contributing Employer and the Union. The Union shall be the authority for the specific provisions of the Collective Bargaining Agreement establishing the obligation of the Employer to make contributions. Employer Contributions shall be delivered to the Administrative Manager ("Fund Office").

## **Q. Document Is Not a Contract**

This Summary Plan Description shall not be deemed to be a contract between the Plan Administrator and any Participant, or to be an inducement to or condition of employment. Nothing in this Summary Plan Description shall be deemed to give an Employee the right to be retained in the service of any Employer, or to interfere with the right of any Employer to discharge any Employee at any time.

## **SECTION V - OTHER PLAN FEATURES**

### **Amendment and Termination**

It is the Trustees' intention to continue the Supplemental Plan indefinitely, but the Trustees reserve the right to amend, terminate or merge all or part of the Supplemental Plan at any time and provide for distribution of the Trust Fund to Members and their beneficiaries. You will be notified if any of these actions are taken.

The Trustees have the authority and reserve the right to change the eligibility rules and other provision of the Plan, to amend, increase, decrease or eliminate benefits, and to terminate the Plan, in whole or in part.

### **Right to Receive and Release Information**

To determine the applicability of and to implement the terms of this provision or any provision of similar purpose in any other plan, the Trust Fund may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information with respect to any person which the Trust deems to be necessary for such purposes. Any person claiming benefits under the Plan shall furnish to the Trust Fund such information as may be necessary to implement this provision.

## **SECTION VI - PLAN INFORMATION**

### **Name of Plan**

Boilermakers Local 83 Supplemental Health & Welfare Fund.

### **Plan Identification Number**

The Tax Identification Number is 20-5130170

### **Type of Plan**

This Plan is known as the Boilermakers Local 83 Supplemental Health & Welfare Fund.

### **Type of Administration**

The Plan is administered by the Board of Trustees consisting of six voting Trustees, three of whom shall be designated by the Employers (Employer Trustees); and three of whom shall be designated by the Union (Union Trustees). In addition, the Employers and the Union may each appoint an Alternate Trustee who shall be entitled to serve as Trustee and to exercise all of the powers and duties of a Trustee in the absence of an appointed Trustee at any meeting of the Board of Trustees. At the present time, the Trustees and Alternate Trustees are:

#### **Management Trustees**

Greg Purdon (Secretary)  
Enerfab, Inc.  
4351 Clary Blvd.  
Kansas City, MO 64130  
(816) 923-3100

David Herzog  
APComPower, Inc.  
9898 Pflumm Road  
Lenexa, KS 66215  
(913) 894-0121

Tim Locke  
Locke Equipment Sales Co., Inc.  
1917 E. Spruce  
Olathe, KS 66062  
(913) 782-8500

#### **Union Trustees**

Roger Erickson (Chairman)  
Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

Larry Horseman  
Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

Randy Cruse  
Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

## **Bargaining Parties**

Local Union:

Boilermakers Local Lodge No. 83  
5910 E. 86<sup>th</sup> Street  
Kansas City, MO 64138  
(816) 523-8300

Contributing Employers:

The names of the Employers contributing to this Supplemental Plan are available to Members and their beneficiaries. If you and your beneficiaries would like to know if an employer or employee organization is a contributor to the Supplemental Plan, you may request that information in writing from the Trustees.

## **Service of Legal Process**

Service of legal process may be made upon the Administrative Manager.

### **Administrative Managers Office**

TIC International Corporation  
6405 Metcalf, Suite 200  
Overland Park, KS 66202  
Telephone (913) 236-5490  
Fax (913) 236-5499

## **Plan Year**

The Plan Year is the 12-month period beginning January 1st and ending the following December 31st.

## **Collective Bargaining Agreements**

Contributions to the Supplemental Plan are made based on Collective Bargaining Agreements. Copies of those Agreements may be obtained from the Local Union upon written request and are available for review in the offices of the Plan Administrator.



## **Asset Management**

Supplemental Plan assets are held in a Trust Fund administered by the Trustees. The Trustees are responsible for the selection of investments or investment managers for the Trust and for the payment of benefits. The Trustees may establish two or more investment funds for the Supplemental Plan with different investment objectives.

## SECTION VII DEFINITIONS

- A. Agreement and Declaration of Trust or Trust Agreement** or Trust “Agreement and Declaration of Trust” or “Trust Agreement” or “Trust” means the Amended Agreement and Declaration of Trust entered into by and between the Union and Employers who, by virtue of Collective Bargaining Agreements with the Union, have agreed to participate in and contribute to this Trust Fund and who became parties thereto, and that document, as may from time to time be amended.
- B. Boilermakers Local 83 Supplemental Health & Welfare Plan** “Boilermakers Local 83 Supplemental Health & Welfare Plan” means the plan, program, methods and procedures for the payment of benefits from the Trust Fund (directly or indirectly) by the Trustees in accordance with such eligibility requirements as the Trustees may, from time to time, adopt and promulgate, and as set forth herein.
- C. Collective Bargaining Agreement** “Collective Bargaining Agreement” means any collective bargaining agreement existing between an Employer and the Union which provides for contributions into the Trust Fund as well as any extension or extensions, renewal or renewals of any such collective bargaining agreement or any collective bargaining agreement which provides for contributions into this Trust Fund.
- D. Dependent** “Dependent” means an individual who qualifies as a “Dependent” within the meaning of the term “Dependent” under the Boilermakers National Health and Welfare Plan for Retired Boilermakers, including any future amendments to the definition of that term.
- E. Eligible Employee or Covered Member or Member** “Eligible Employee” or “Covered Member” or “Member” means any person who meets the Eligibility Rules as adopted by the Trustees and as set forth herein.
- F. Eligibility Rules** “Eligibility Rules” means the rules as established by the Trustees pursuant to the provisions of the Trust Agreement and as set forth herein to determine eligibility.

**G. Employees** “Employees” means and includes members of a collective bargaining unit represented by the Union who are eligible to participate in and receive the benefits of the Boilermakers Local 83 Supplemental Health & Welfare Plan in accordance with the Agreement and Declaration of Trust. In addition, the term “Employees” shall mean and include regular Employees of the Union, the Trustees, the Boilermakers Local 83 Joint Training and Educational Trust Fund, and any other employee group subject to the review and approval of, and any conditions regarding contributions and participation imposed by the Trustees.

**H. Employer** - “Employer” means: Any individual, firm, association, partnership, corporation or other business entity who has duly executed and/or is bound by the Collective Bargaining Agreement with the Union or signs a participation agreement with the Trust Fund and in accordance therewith agrees to participate in and contribute to the Trust Fund herein created and provided for.

The Union, to the extent and solely to the extent that it acts in the capacity of an Employer of its employees on whose behalf it makes contributions to the Trust Fund in accordance with the Collective Bargaining Agreement, the Trust Agreement and the rules and procedures prescribed by the Trustees.

The Trustees, to the extent that they act in the capacity of an Employer of their employees on whose behalf they make contributions to the Trust Fund in accordance with the Collective Bargaining Agreement, the Trust Agreement and the rules and procedures prescribed by the Trustees.

Any Employer who contributes to the Trust Fund created hereunder shall, by the act of contributing, become a party to the Supplemental Plan and the Trust agreement whether or not any such contributing Employer has signed the Supplemental Plan, Trust Agreement or a counterpart thereof.

**I. Employer Contributions** “Employer Contributions” means payments made to the Trust Fund by any Employer.

**J. Participant** “Participant” means any Employee or former Employee of an Employer who has had contributions made in

his or her behalf of at least 500 hours since the inception of the Plan and who is or may become eligible to receive a benefit of any type from the Trust Fund.

- K. Plan or Supplemental Plan** “Plan” or “Supplemental Plan” means the International Brotherhood of Boilermakers Local 83 Supplemental Health & Welfare Plan, as the same may, from time to time, be amended as hereinafter provided.
- L. Trust Fund, Trust or Supplemental Fund** “Trust Fund,” “Trust” or “Supplemental Fund” means the International Brotherhood of Boilermakers Local 83 Supplemental Welfare Plan Trust Fund and the entire assets thereof, including all funds received by the Trustees in the form of Employer Contributions, together with all contracts (including dividends, interest, refunds and other sums payable to the Trust Fund on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property of funds received and held by the Trustees under the Trust Agreement.
- M. Trustee** “Trustee” means any natural person designated as Trustee under the terms of the original Agreement and Declaration of Trust and his successor or successors in office. The Trustees, collectively, shall be the “Plan Administrator,” as that term is used in the Act.
- N. Union or Boilermakers Local 83** “Union” or “Boilermakers Local 83” means the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 83, and its successors.

## **SECTION VIII - YOUR RIGHTS UNDER ERISA**

### **Your Rights**

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

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrators office and at other specified locations, such as worksites and union halls, all documents governing the Supplemental Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Supplemental Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain, upon written request to the Plan Administrator, 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 Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Supplemental Plans annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Be informed that the Supplemental Plan complies with the *HIPAA Privacy Regulations* concerning the use and disclosure of Protected Health Information, as is set forth in detail in the Supplemental Plans Notice of Privacy Practices. If you need another copy of this Notice, please contact the Fund Office.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Supplemental Plan, called “fiduciaries” of the Supplemental Plan, have a duty to do so prudently and in the interest of you and other 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 benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to 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 Supplemental Plan documents or the latest annual report from the Supplemental 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. In addition, if you disagree with the Supplemental Plans decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that Supplemental Plan fiduciaries misuse the Supplemental Plans 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. Before filing suit, you must first use the Supplemental Plans claims appeal procedures. Failure to do so could result in your case being dismissed and any further suits barred.

### **Assistance with Your Questions**

If you have any questions about your Supplemental 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 Benefit Security

Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit 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 Benefit Security Administration.

**BACK COVER**