



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

January 1, 2015



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 has been restated and revised effective January 1, 2015.

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 serves as both the Plan Document 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. Pursuant to the authority granted it under the Agreement and Declaration of Trust governing this Fund, the Board of Trustees has engaged TIC International Corporation to serve as Plan Administrator.

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 all books, records, documents, and instruments pertaining to the Fund and its administration 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. 86th Street
Kansas City, MO 64138
Telephone (816) 523-8300

Wage and fringe benefit information, including the current hourly contribution rate to the Fund, is available on the Fund's website at <http://www.bml83shw.org/shw.asp>.

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

AS OF JANUARY 1, 2015

Management Trustees

Sean Buffington (Secretary)
Enerfab, Inc.
1821 N. Topping Ave.
Kansas City, MO 64120
(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

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

Union Trustees

Joe Lewandowski (Chairman)
Boilermakers Local Lodge No. 83
5910 E. 86th Street
Kansas City, MO 64138
(816) 523-8300

Scott Campbell
Boilermakers Local Lodge No. 83
5910 E. 86th Street
Kansas City, MO 64138
(816) 523-8300

Larry McManamon
Int'l Brotherhood of Boilermakers
18500 Lake Road
Suite 210
Rocky River, OH 44116
(440) 333-0300

Plan Counsel

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. The applicable contribution rate is communicated in a notice sent to Participants on an annual basis, and is also provided on the Wage and Fringe Benefit Sheet, which can be found on the Supplemental Fund’s website at <http://www.bml83shw.org/shw.asp>.

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 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 benefits under the 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, ANY INTERPRETATION OF THE SUPPLEMENTAL PLAN PROVISIONS MUST COME FROM THE BOARD OF TRUSTEES, WHICH HAS ABSOLUTE DISCRETION TO RESOLVE CLAIMS QUESTIONS.

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.

DECISIONS MADE BY THE FUND’S ADMINISTRATIVE MANAGER ARE SUBJECT TO REVIEW AND APPROVAL 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 on 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 1st through June 30th and July 1st through December 31st 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 assessing total Fund assets against 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 retiree self-payments to the Boilermakers National Health and Welfare Fund or premiums to a bona-fide health care insurance company or self-funded medical plan for health care coverage.

For the first Benefit Period of January 1st through June 30, the percentage of claims reimbursed will be determined by the Board of Trustees and communicated to you by the end of the calendar year preceding the Benefit Period. The percentage of claims reimbursed shall take into account any increases in the retiree self-pay rates implemented by the Boilermakers National Health and Welfare Fund. The percentage of claims reimbursed communicated to you shall also apply to the second Benefit Period of July 1st through December 31 unless you are notified otherwise by the Trustees in advance of that Benefit Period.

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. For example, if the single self-pay rate is \$400 per month under the Boilermakers National Health and Welfare Fund and the Trustees set the reimbursement rate at 70% (or \$280 per month), all eligible retirees with single coverage will receive 70% of the amount actually paid for coverage during the claims distribution period, up to the \$280 maximum/month). Similar formulas will be used for individuals with dependent coverage.

As of the effective date of this document, the current rate of reimbursement is 70% of the self-pay rate under the type of retiree coverage under the Boilermakers National Health and Welfare Fund which applies to the family/dependent coverage situation of the individual. The Trustees have discretion to change the reimbursement rate if deemed necessary based on the funding level, projected future benefits and contributions, and changes in operating expenses. Any change to the rate during the calendar year will be communicated to you prior to the July 1st through December 31st Benefit Period.

Please note that the Fund will reimburse claims you submit for self-payments for retiree coverage under a plan or policy other than that maintained by the Boilermakers National Health and Welfare Fund. However, your reimbursement will be limited by the maximum self-pay rate for the Boilermakers National Health and Welfare Fund. For example, assume you choose coverage for yourself under an individual policy which has a \$600 monthly premium. If the Boilermakers National Health and Welfare monthly premium for self-only coverage is \$400, the reimbursement rate of 70% (or other rate as determined by the Trustees) is limited to the \$400 BNF rate. As such, you will receive \$280 per month in reimbursement from the Supplemental Plan (70% of \$400), rather than \$420 per month (70% of \$600). It is important to remember that you will not necessarily be reimbursed the applicable percentage of what you paid, but rather the maximum amount payable under the Plan.

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:

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

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

- Self-payments or premiums paid only for separate dental or vision coverage
- Self-payments or premiums paid only for dependents or surviving spouses in cases where the Participant does not also maintain retiree coverage for himself. This provision does not prohibit an individual from maintaining coverage for himself under a fund or insurance company that is different from that of his spouse and/or dependents.
- Expenses incurred for medical treatment or services, such as amounts paid to doctors, hospitals or pharmacies
- Amounts paid to medical service providers for insurance deductibles, co-pays, etc.
- 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 premium or self-payment you make 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. 86th 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

This information is also available on the Supplemental Fund’s website at: 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 and necessary documentation is received. If a delay occurs, you will be notified in writing of the reasons for the delay, as well as the anticipated length of the delay. You will also be notified if further information or other material is required to consider the validity of a claim. 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 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 involves an adverse benefit determination which cannot be resolved through informal discussions with the Administrative Manager, then you may present a written appeal to the following:

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 of 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. 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 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 of any of its terms 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 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 but not limited to, 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 which has been expressly approved by the Board of Trustees or its designee. 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 Numbers

The Tax Identification Number is 20-5130170. The Plan number is 501.

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). 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. As of January 1, 2015, the Trustees are:

Management Trustees

Sean Buffington (Secretary)
Enerfab, Inc.
1821 N. Topping Ave.
Kansas City, MO 64120
(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

Joe Lewandowski (Chairman)
Boilermakers Local Lodge No. 83
5910 E. 86th Street
Kansas City, MO 64138
(816) 523-8300

Scott Campbell
Boilermakers Local Lodge No. 83
5910 E. 86th Street
Kansas City, MO 64138
(816) 523-8300

Larry McManamon
Int'l Brotherhood of Boilermakers
18500 Lake Rd #210
Rocky River, OH 44116
(440) 333-0300

Bargaining Parties

Local Union: Boilermakers Local Lodge No. 83
5910 E. 86th 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 obtain that information by written request to the Plan Administrator.

Service of Legal Process

Service of legal process may be made upon the Administrative Manager or upon any of the Trustees individually.

Administrative Manager's 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. Pursuant to the Agreement and Declaration of Trust governing the Supplemental Plan, responsibilities for the selection of investments may be delegated to an Investment Manager (within the meaning of § 3(38) of ERISA) selected by the Trustees, in which case authority over and responsibility for management of the assets subject to the designation shall be the sole responsibility of that investment manager.

SECTION VII DEFINITIONS

- A. 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** 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** means any collective bargaining agreement existing between an Employer and the Union providing 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** 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” means any person who meets the Eligibility Rules as adopted by the Trustees and as set forth herein.
- F. 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** 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 the conditions regarding contributions and participation imposed by the Trustees.
- H. 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

The term “Employer” shall also mean the Union, 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 term “Employer” shall also mean 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 means payments made to the Trust Fund by any Employer.

J. 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 means the International Brotherhood of Boilermakers Local 83 Supplemental Health & Welfare Plan, as may, from time to time, be amended as hereinafter provided.

L. 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 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 "Local Union" means the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local83 and its successors.

SECTION VIII - YOUR RIGHTS UNDER ERISA

Your Rights

As a Participant in the 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**

You shall be entitled to examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and the Local 83 Union Hall, 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.

You have the right to 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.

You are entitled to 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.