

**OPERATING ENGINEERS LOCAL 101 HEALTH & WELFARE FUND**  
**FIFTH AMENDMENT TO THE PLAN DOCUMENT**

WHEREAS, the Operating Engineers Local 101 Health and Welfare Fund Combination Plan Document and Summary Plan Description dated January 1, 2012, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Plan document and Summary Plan Description shall be amended as follows, effective January 1, 2014, as stated below:

**Section One – Schedule of Benefits**

**Section One shall be amended under the subheading Standard Payment Level by deleting the following Calendar Year Maximum language:**

CALENDAR YEAR MAXIMUM (PER PERSON) FOR COMPREHENSIVE MEDICAL BENEFITS	\$200,000
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The Comprehensive Medical Benefit has a \$200,000 Calendar Year Maximum Benefit per person. This Calendar Year Maximum will be reduced by \$2 for each \$1 of services reimbursed for an Out-of-Network Provider. In addition, the calendar year deductible is \$300 per person.

**Section One shall be amended under the subheading Standard Payment Level by replacing the web addresses and telephone numbers with the below information, as appropriate:**

<http://www.bluekc.com/Home.aspx>  
Toll-Free: 888-989-8842  
Kansas City, MO: 816-395-3558

**Section One shall be amended under “Important Terms Concerning Your Medical Benefits” by deleting Annual Maximums paragraph.**

**Section One shall be amended under the Schedule of Benefits subsection C. Ambulance Benefit by deleting the Maximum Benefit Payable per use.**

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**Section One shall be amended under the Schedule of Benefits subsection D. Chiropractic Expense Benefit by deleting in its entirety and replacing it with the following:**

**D. Chiropractic Expense Benefit**

- *The Plan will pay according to the applicable Coinsurance percentages only after the annual Comprehensive Medical Deductible has been met.*
- *See Benefit Description on page 51 for further information.*

Coinsurance ..... Standard  
Maximum Visits per Plan Year (including those applied to the deductible)..... 30  
Maximum Benefit for x-rays .....Limit 2 series per x-rays per person per year

**Section One shall be amended under the Schedule of Benefits subsection E. Comprehensive Medical Benefit by deleting the Calendar Year Maximum Benefit.**

**Section One shall be amended under the Schedule of Benefits under subsection H. Dental Benefit by adding the following to the end of the subsection:**

The Maximum Benefit does not apply to pediatric dental care up to age 19.  
However, expenses incurred for pediatric dental care for those up to age 19 will accumulate towards the Maximum Benefit per calendar year per family.

**Section One shall be amended under the Schedule of Benefits subsection P. Physical Exam Benefit by deleting the Maximum Benefit and replacing it with the following:**

Maximum Benefit  
For all non-laboratory charges ..... 100% up to \$300  
Non-laboratory charges above \$300 will be paid In-Network at the Preferred Rate and Out-of-Network at the Standard Rate.

**Section One shall be amended under the Schedule of Benefits subsection R. Prescription Drug Benefit by deleting the Calendar Year Maximum and subsequent paragraph.**

**Section One shall be amended under the Schedule of Benefits subsection W. Sterilization Benefit (Voluntary) adding the following:**

\* The Maximum Benefit will not apply to voluntary sterilization benefit for females.

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**Section Two – Eligibility**

**Section Two shall be amended by deleting subsection 6 Initial Eligibility in its entirety and replace with the following:**

6. Initial Eligibility. An I.U.O.E. Local 101 Retired Participant who has commenced benefits with Operating Engineers Local 101 Pension Fund or the I.U.O.E. Central Pension Fund must elect on a form prescribed by the Trustees to make self-contributions within thirty (30) days after the effective date of his retirement on behalf of himself, his Spouse and his Dependents. Failure to make a timely election for himself, his Spouse and his Dependents will bar participation in the Plan as a Retired Participant, subject to the right to re-elect set forth in subsection F.7 below. In the event a Spouse or a Dependent of a Retired Participant is removed from Retirement Coverage under the Plan no future opportunity for participation will be offered to the Spouse or a Dependent of a Retired Participant in the future.

**Section Four – Medical Benefits**

**Section Four shall be amended by deleting the Calendar Year Maximum located after the third paragraph.**

**Section Four shall be amended under the subheading Standard Payment Level by deleting the following Calendar Year Maximum language:**

CALENDAR YEAR MAXIMUM (PER PERSON) FOR COMPREHENSIVE MEDICAL BENEFITS	\$200,000
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The Comprehensive Medical Benefit has a \$200,000 Calendar Year Maximum Benefit per person. This Calendar Year Maximum will be reduced by \$2 for each \$1 of services reimbursed for an Out-of-Network Provider. In addition, the calendar year deductible is \$300 per person.

**Section Four shall be amended at subsection B. Ambulance Benefit by replacing the text with the below text:**

Professional ground ambulance service and professional air ambulance including helicopter service, but not transportation by any other common carrier; subject to the annual deductible.

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**Section Four shall be amended at subsection C. Chiropractic Expense Benefit by deleting the 1<sup>st</sup> bullet-point and by deleting from the 3<sup>rd</sup> bullet-point the following: “with a per-use maximum of \$85” and by deleting the current Benefit Limitations language and replacing it with the following:**

**Benefit Limitations**

The Benefit period for Chiropractic Benefits is January 1 through December 31 (Plan Year).

**Section Four shall be amended at subsection I. Physical Examination Benefit by replacing the text with the following text:**

The Plan will pay 100% of the Covered Charge for one physical examination per Plan Year up to an annual maximum limit of \$300 for all non-laboratory charges for each eligible person. Covered Charges over \$300 shall be paid at the Preferred Rate for In-Network and the Standard Rate for Out-of-Network. For this Benefit, an “eligible person” is an Active or Retired Participant or his eligible Spouse during, and after, the Plan Year in which the individual attains age 35.

**Section Four shall be amended under subsection J. Physician Services Benefit under the *Standard Payment Level (Out-of-Network)* heading by deleting “and Calendar Year Maximum.”**

**Section Four shall be amended at subsection M. Sterilization Benefit (Voluntary) by adding the following sentence to the end of the paragraph:**

The Maximum Benefit will not apply to voluntary sterilization benefit for females.

**Section Five – Prescription Drug Benefit**

**Section Five shall be amended under by deleting subsection D and replacing it with the following placeholder:**

D. Open as placeholder

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**Section Six – Dental Expense Benefit**

**Section Six shall be amended under the definition of “Calendar Year Maximum” by deleting the last sentence in the definition.**

**Section Six shall be amended under Covered Dental Services by changing the age reference from “age 15” to “age 19” and by adding the following sentence after the Maximum Benefit (Calendar Year) line.**

The Maximum Benefit limit does not apply to pediatric dental care up to age 19. However, expenses incurred for pediatric dental care for those up to age 19 will accumulate towards the Maximum Benefit per calendar year per family.

**Section Six shall be amended under Benefit Limitations by adding the following sentence to the end:**

The above Maximum Amount does not apply to pediatric dental care up to age 19. However, expenses incurred for pediatric dental care for those up to age 19 will accumulate towards the Maximum Benefit per calendar year per family.

**Section Eleven – Benefit Exclusions and Limitations**

**Section Eleven shall be amended by deleting subsection 43 and replacing it with the following placeholder**

43. Open as placeholder

**Section Thirteen – Privacy and Security of Protected Health Information**

**Section Thirteen shall be amended by adding a subsection L. as below:**

- L. Beginning no later than September 23, 2013, the Board of Trustees shall administer the Plan in accordance with the final *HIPAA Privacy* regulations issued January 25, 2013.

**Section Seventeen – Definitions**

**Section Seventeen shall be amended at number 16. by deleting subsections c and d and replacing them with the following:**

- c. Any Child who is under age 26 for whom the Fund Office has received a court order that requires the eligible Participant to support such Child or Children, or the

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Fund Office receives a Qualified Medical Child Support Order to the Administrative Manger in accordance with the procedures of the Fund.

- d. Any Dependent Child, incapable of self-support due to a mental or physical handicap that occurred before age 19, and dependent upon the Participant for support and maintenance, on the date such Dependent Child's coverage would otherwise terminate due to attainment of the termination age for Children, if within thirty-one days of such date the Plan receives a copy of the Social Security Total and Permanent Disability Award for the Dependent. The coverage of such Dependent Child may be continued for so long as the Participant remains eligible and the Dependent is deemed incapacitated.


**Section Seventeen shall be amended at number 16. by deleting the following paragraph:**

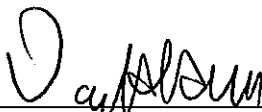
The above persons become eligible on the date the Participant becomes eligible or on the date they acquire Dependent status, provided they are not employed by a contributing Employer. If any of the above persons are eligible as an Employee they cannot be eligible as a Dependent.

The foregoing amendment shall be effective as stated above:

IN WITNESS WHEREOF, we have approved this amendment Fifth Amendment this \_\_\_\_ day of \_\_\_\_\_ 2013,

APPROVED:

  
\_\_\_\_\_  
Rodger Kaminska, Co-Chairman

  
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Douglas H. Hall, Co-Chairman