

AMENDED AND RESTATED

PLAN DOCUMENT

and

SUMMARY PLAN DESCRIPTION

For

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS GREAT LAKES REGION
RETIREE WELFARE PLAN**

July 1, 2024

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INTRODUCTION

This Summary Plan Description (“SPD”), distributed during July 1, 2024, is designed to describe the benefits available to you under the International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan. It is intended that this information will satisfy the requirements for an SPD under the Employee Retirement Income Security Act of 1974. This SPD supersedes the original SPD distributed in August 2008 which was subsequently amended from time to time.

The Plan is maintained pursuant to the Collective Bargaining Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge Nos. 744, 107, 647 and 374 (hereinafter “a Local Union” or collectively the “Local Unions”) and the Great Lakes Boilermaker Employers (hereinafter “Association”) and other Employers who, by virtue of collective bargaining agreements with the Local Unions, have agreed to participate in and contribute to this Retiree Welfare Plan and who became parties thereto. A copy of the Collective Bargaining Agreement is available for your examination at your Local Union Hall, and Participants and their Dependents may also obtain a copy of the Collective Bargaining Agreement for a reasonable charge by writing to your Local Union at:

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers, Local Lodge No. 744, 1435 East 13th
Street, Cleveland, Ohio 44114**

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers, Local Lodge No. 107, 665 Larry
Court, Waukesha, Wisconsin 53186**

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers, Local Lodge No. 647, 9459 N. W.
Highway 10, Ramsey, Minnesota 55303**

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers, Local Lodge No. 374, 6333
Kennedy Avenue, Hammond, Indiana 46323**

SPECIAL NOTICE!

It is extremely important that you keep the Fund informed of any changes in your address or marital status. This is your obligation, and failure to fulfill this obligation could jeopardize your eligibility for benefits.

The importance of having a current, correct address on file in the Fund Office cannot be overstated. It is the ONLY way the Trustees can keep in touch with you

regarding Plan changes and other developments affecting your interests under the Plan.

I. PLAN IDENTIFICATION AND GENERAL INFORMATION

A. Name of the Plan

The formal name of the Plan is the “International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan.”

B. The Names and Addresses of the Employers

The Plan is a multiemployer plan as that term is defined in the Employee Retirement Income Security Act of 1974, and numerous Employers contribute to it. It would not be practical to list them all here; however, upon written request to the Plan Administrator, you will receive information as to whether a particular Employer or Local Union is contributing to the Plan, and if so, its address.

C. The Name and Address of the Plan Administrator

The Plan Sponsor and/or Plan Administrator of the International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan is the Board of Trustees of the International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan. The name and address of the Plan Administrator is as follows:

Trustees of the Boilermakers Great Lakes Region Retiree Welfare Plan
6525 Centurion Drive
Lansing, Michigan 48917-9275
Ph. (517) 321-7502
Fax (517) 321-7508

Questions pertaining to you or your Dependent’s eligibility and claims processing under the Plan should be directed in writing to the Plan Administrator. The Plan Administrator will then direct your question(s) to the Fund Office.

D. Plan Numbers Assigned to the Plan

The Employer Identification Number (EIN) assigned by the Internal Revenue Service to the Board of Trustees is 26-1936417, and the number assigned to the Plan for identification purposes is 001.

E. Type of Plan

The Plan is a welfare plan maintained for the purpose of paying a portion of the premium for retiree medical benefits for Participants and their Dependents

under the Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families.

F. The Plan Year

The Plan Year is a twelve (12) month period beginning January 1 and ending December 31.

G. Type of Administration Used for the Plan Assets

The Trust Fund shall be administered by a Board of Trustees consisting of ten (10) voting Trustees, five (5) of whom shall be designated by the Employers ("Employer Trustees"), and five (5) of whom shall be designated by the Local Unions ("Union Trustees") as follows:

One (1) Union Trustee designated by each of the Local Unions; and

One (1) Union Trustee designated by the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers International Vice President for the Great Lakes Region.

At the present time, the Trustees are:

UNION TRUSTEES

Dan Sullivan, Secretary
Martin D. Mahon, Local 744
Matt Bales, Local 107
Brad Sievers, Local 374
Scott Hollerud, Local 647

EMPLOYER TRUSTEES

Brian Dowden, Chairman
Scott Hollen
Nathan N. Jacobsen
Mike Tell
Bret Berwick

Correspondence can be made to the Board of Trustees or the Administrative Manager at: Boilermakers Great Lakes Region Retiree Welfare Plan, 1435 East 13th Street, Cleveland, Ohio 44114, or to the Administrative Manager at 6525 Centurion Drive, Lansing, Michigan 48917-9275.

H. Administrative Manager

TIC International Corporation
6525 Centurion Drive
Lansing, Michigan 48917-9275

I. Attorneys for the Fund and Agent for Service of Process

**Donald D. Schwartz
Arnold and Kadjan, LLP
35 E. Wacker Drive, Suite 600
Chicago, IL 60601
Phone: (312) 236-0415
Fax: (312) 341-0438**

In addition, service of process may be made upon the Plan Administrator.

J. Funding Medium for the Accumulation of Plan Assets

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

K. Effective Date When Plan Began

January 1, 2008.

L. Sources of Contributions to the Plan

Contributions to this Plan are made by Employers in accordance with the terms and conditions of the 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 a Local Union. The Local Unions 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 offices of the Administrative Manager ("Fund Office").

M. Plan Amendment and Termination

The Trustees reserve the right to amend or terminate the Plan at any time and for any reason, within their sole discretion. If the Plan is amended or terminated, you may not receive benefits as described in this Summary Plan Description. You may be entitled to receive different benefits or benefits under different conditions. However, it is possible that you will lose all benefit coverage. This may happen at any time if the Trustees decide to terminate the Plan or your coverage under the Plan. In no event will you become entitled to any vested rights under this Plan. Further, the provisions of this paragraph cannot be modified in any manner except by resolution of the Board of Trustees.

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II. SCHEDULE OF BENEFITS

A. Retiree Benefits – Payment of Premium

If you meet the specific eligibility requires applicable to your Local Union described in Schedule A to the Plan and the general eligibility requirements in Article III below, this Plan will pay a monthly amount applicable to your Local Union set each year toward the premium for you for coverage under the Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families or Medicare or similar health insurance plan. After consulting with the Plan's advisors, the Board of Trustees, in its sole discretion, annually determines the amount applicable to your Local Union that is paid by the Plan toward your premium. The Board of Trustees reserves the right to modify this amount at any time if, in its sole discretion, it determines it is necessary to maintain the viability of the Fund. All decisions of the Trustee relating to benefits are final and binding on Participants and their Dependents.

If you meet the eligibility requirements for more than one Local Union, you will not be entitled to multiple benefits. You will be required to elect the Local Union benefit you will receive.

B. Continuation of Coverage for Surviving Spouse

In the event of your death, coverage for your surviving spouse who was covered under this Plan on the date of your death may be continued for a limited time following your death, provided he/she remains eligible for coverage under the Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families or Medicare and remains unmarried. Surviving spouse coverage shall continue until such time as a Participant would have attained the age of eligibility for Medicare benefits or the surviving spouse remarries.

III. ELIGIBILITY

A. Eligibility

You will be eligible for benefits under this Plan if you meet all of the following requirements and the requirements applicable to your Local Union as provided below:

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Local 107

1. You must be between the ages of 55 and 72.
2. You must not be receiving Medicare Benefits after age 65.

3. You must be receiving a pension from the Boilermakers National Pension Plan.
4. You must have no remaining balance in your Reserve Bank in the Boilermakers National Health and Welfare Plan(s).
5. You must not be receiving benefits from any other Boilermaker Supplemental Health Care Plan.
6. Individuals receiving a Social Security Disability Benefit are not eligible for benefits under this Plan.

Local 374

1. You must be between the against of 55 and 65.
2. You must be receiving a pension from the Boilermakers National Pension Plan.
3. You must have no remaining balance in your Reserve Bank in the Boilermaker National Health and Welfare Plan.
4. You must not be receiving benefits from any other Boilermaker Supplemental Health Care Plan.
5. Individuals receiving a Social Security Disability Benefit are not eligible for benefits under this Plan.

Local 647

1. You must be between the ages of 55 and 75.
2. If you are between the ages of 65 and 75, you must not be receiving Medicare Benefits.
3. You must be receiving a pension from the Boilermakers National Pension Plan.
4. You must have no remaining balance in your Reserve Bank in the Boilermaker National Health and Welfare Plan.
5. You must not be receiving benefits from any other Boilermaker Supplemental Health Care Plan.
6. Individuals receiving a Social Security Disability Benefit are not eligible for benefits under this Plan.

Local 744

1. You must be between the ages of 55 and 65.
2. You must be receiving a pension from the Boilermakers National Pension Plan.
3. You must have no remaining balance in your Reserve Bank in the Boilermaker National Health and Welfare Plan.

4. You must not be receiving benefits from any other Boilermaker Supplemental Health Care Plan.
5. Individuals receiving a Social Security Disability Benefit are not eligible for benefits under this Plan.

B. Continuation of Eligibility

You will continue to remain eligible for participation in this Plan, provided that you satisfy all of the following requirements:

1. You are between the age range applicable to your local set forth above;
2. You are eligible, or were eligible at age 55, for coverage in the International Brotherhood of Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families;
3. You are receiving a pension from the Boilermaker-Blacksmith National Pension Plan;
4. You do not become eligible, as a participant, for benefits from any other Retiree health care plan; and
5. Your coverage is not terminated.

C. Termination of Coverage

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

1. the last day of the calendar month during which you begin employment in the trade jurisdiction (including, but not limited to, related supervisory activities) as defined in the current Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO; or
2. the last day of the calendar month you cease to satisfy the eligibility requirements state above; or
3. the day this Plan is terminated; or
4. the day you request your coverage under this Plan be canceled; or

5. the day you become covered under the Boilermakers National Health and Welfare Plan for Active Boilermakers and Their Families – Plans G and GR.

D. Reinstatement of Eligibility after Termination

If your coverage under this Plan is terminated as described above and you subsequently seek coverage again, you must qualify under the eligibility rules as set forth above and applicable to your Local Union.

E. Military Service

Your eligibility to participate in this 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 discharge from military service, and upon your giving written notice to the Board of Trustees within thirty (30) days of your discharge, your frozen eligibility shall be reinstated effective on the first (1st) day of the month following the month in which you are discharged from military service.

F. Change of Eligibility Rules

The Trustees, in their sole discretion, are empowered to change or amend the foregoing rules of eligibility or the benefits provided by this Plan at any time for any reason.

G. Incorporation of Other Plan Documents

All basic Plan documents and all definitions, terms, conditions and provisions therein are adopted and made a part of this Plan. Any questions, interpretations and disputes concerning eligibility for and amount of benefits shall be resolved by the Trustees in their sole discretion and their decision shall be final.

IV. DEFINITIONS

A. Agreement and Declaration of Trust or Trust Agreement – “Agreement and Declaration of Trust” or “Trust Agreement” means the International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan Trust entered into by and between the Local Unions 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 Great Lakes Retiree Welfare Plan – “International Brotherhood of Boilermakers Great Lakes Region Retiree 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 Local Unions 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. Eligible Employee or Covered Member – “Eligible Employee” or “Covered Member” means any person who meets the Eligibility Rules as adopted by the Trustees and as set forth herein.

E. 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.

F. Employees – “Employees” means and includes members of a collective bargaining unit represented by a Local Union who are eligible to participate in and receive the benefits of the International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan in accordance with the Agreement and Declaration of Trust. In addition, the term “Employees” shall mean and include regular Employees of a Local Union, the Trustees, and/or the Boilermakers Great Lakes Joint Training and Educational Trust Fund, subject to the review and approval of, and any conditions regarding contributions and participation imposed by the Trustees.

G. 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 a Local 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.

A Local 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 this Plan and the Trust Agreement whether or not such contributing Employer has signed this Plan, Trust Agreement or a counterpart thereof.

H. Employer Contributions – “Employer Contributions” means payments made to the Trust Fund by an Employer.

I. Participant – “Participant” means any Employee or former Employee of an Employer or any member or former member of a Local Union who is or may become eligible to receive a benefit of any type from the Trust Fund.

J. Plan – “Plan” means the International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan, as the same may, from time to time, be amended as hereinafter provided.

K. Trust Fund, Trust or Fund – “Trust Fund,” “Trust” or “Fund” means the International Brotherhood of Boilermakers Great Lakes Region Retiree 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 contract (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.

L. 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.

M. Union – “Union” means the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Union, and its successors.

V. PROCEDURE FOR FILING A CLAIM FOR BENEFITS

In order to file a claim for benefits under the Plan, you must first obtain a claim form. Claim forms are available at the following addresses: International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan, 6525 Centurion Drive, Lansing, Michigan 48917-9275. The Plan, may establish from time to time procedures to allow for electronic submission, filing or execution of any documents or documentation required under the Plan.

All sections of the claim form must be completed carefully and accurately, signed, dated and filed in writing with the Fund Office within ninety (90) days before the charge for the required premium under the International Brotherhood of Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families is incurred.

Claims filed after the expiration of the ninety (90) day period will only be considered if there was reasonable cause for failure to timely file the claim as determined by the Trustees in their sole discretion. If proof of a claim cannot be furnished to the Plan Administrator within ninety (90) days, the claim will not be denied or reduced if proof is furnished as soon as reasonably possible. Unless you are legally incapacitated, failure to timely file the claim within one year after the charge is incurred shall invalidate or reduce benefits as decided within the sole discretion of the Trustees.

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.

VI. PROCEDURE FOR APPEALING A DENIAL OF BENEFITS

Questions regarding the interpretation of the provisions in this Plan Document should be presented to the Administrative Manager, 6525 Centurion Drive, Lansing, Michigan 48917-9275. If the issue is not resolved through informal discussions with the Administrative Manager, then you may present a written complaint to the Board of Trustees, International Brotherhood of Boilermakers Great Lakes Region Retiree Welfare Plan, 6525 Centurion Drive, Lansing, Michigan 48917-9275. The Trustees have complete authority to construe and interpret the provisions of the Plan Document and Trust Agreement with their sole discretion. Your written complaint 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 Plan Document or Trust made by the Trustees and their resolution of your complaint shall be final.

VII. ASSIGNMENT OF BENEFITS

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

VIII. MISCELLANEOUS PROVISIONS

A. Payment of Benefits

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

The Plan reserves the right to establish procedures and conditions for direct deposit of any benefits provided under the Plan

B. Substantiation of Claim

In order for the Plan to pay a claim for benefits, you must provide proof that you have actually incurred a premium charge for coverage under the Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families. You must honor any reasonable request for further information. Otherwise, the Plan will not be able to pay your claim.

C. Filing the Claim

Any claim for payment of a premium must be filed with the Plan Administrator within one year after the date on which the charge for the required premium under the Boilermakers National Health and Welfare Plan for Retired Boilermakers and Their Families was incurred. Claims filed after the expiration of the one year period will only be considered if there was reasonable cause for failure to timely file the claim, as determined by the Trustees in their sole discretion. If proof of a claim cannot be furnished to the Plan Administrator within one year, it will not be denied or reduced if proof is furnished as soon as reasonably possible. Unless you are legally incapacitated, failure to timely file the claim within one year after the date on which the premium was due shall invalidate or reduce benefits, as decided within the sole discretion of the Trustees, and the Trustees' decision shall be final and binding.

D. Right to Rely on Advisors

If the Plan Administrator questions whether a claim should be paid, the Trust Fund has the right to rely on its advisors for the decision.

E. Rights under the Plan are Legally Enforceable

Your rights to participate and obtain benefits in and under this Plan are legally enforceable, which rights 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 Plan until you have exhausted the appeal procedures described on page 9. 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 Plan. If you do not bring such legal action against the Trust Fund and/or this Plan within one (1) year of a final decision on appeal, then you will forfeit your rights to bring any action against the Trust Fund and/or this Plan.

F. Change of Eligibility Rules

The Board of Trustees, in their sole discretion, are empowered to change or amend the Eligibility Rules at any time by amendment or resolution duly executed.

G. Change in Terms

The terms of this Plan may be changed at any time without advance notice to you, except as prohibited by law. All changes in benefits will be made on a uniform basis, affecting similarly situated Participants and Employees equally, and will not apply to claims incurred before the amendment or termination is effective.

H. Termination of Plan and Amendments

The Board of Trustees is empowered, in its sole discretion, to terminate this Plan at any time, and to amend this Plan from time to time as it deems necessary to carry out the purposes and objective of the Plan and Trust Agreement in the best interest of the Participants covered by the Plan. Such decision(s) shall be final and binding on all Participants.

I. Construction by Trustees

The Board of Trustees has complete authority to construe and interpret the provisions of the Plan and Trust Agreement and any ambiguity regarding whether coverage is permitted shall be construed against coverage. No Employer, Local Union or representative of any Employer or Local Union is authorized to interpret the provisions of either the Plan or Trust Agreement. Any interpretation of the Plan or Trust Agreement made by the Trustees shall, subject to the Claimant's right to legal action, be final and binding on all parties. No provision of this Plan shall be construed to conflict with any Treasury Department, Department of Labor or Internal Revenue Service regulation, ruling, release or proposed regulation or other

which affects or could affect the terms of this Plan, and this Plan shall be deemed to be amended to such extent necessary to resolve any such conflict.

J. Legal Actions

No actions at law or in equity shall be brought to recover any benefits provided under this Plan prior to the exhaustion of the appeals procedure, nor shall any such action be brought after the expiration of one (1) year after the final decision of the Trustees on your appeal.

L. 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 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 Fund deems to be necessary for such purposes. Any person claiming benefits under this Plan shall furnish to the Trust Fund such information as may be necessary to implement this provision.

M. 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 claim, the Trust Fund shall have the right to recover such payments to the extent of such excess 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. The Trustees reserve the right to reduce or withhold future benefit payments under the Plan in order to correct a prior overpayment to you.

N. 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 Ohio, to the extent not preempted by federal law.

O. 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.

P. Medical Examination

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

Q. 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 Plan including, but not limited to, the determination of eligibility for and the amount of any benefit payable under the Plan. The Trustees shall have the exclusive right and sole discretion to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan in connection with administration thereof, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies or omissions, by general run or particular decision. The Trustee shall make or cause to be made, by engaging individuals or entities, all report or other filing necessary to meet the reporting and disclosures requirements of the ERISA. All decisions made by the Trustees and any action taken by them in respect of the Plan or the Trust Agreement shall be conclusive and binding on all persons, and shall be given the maximum possible deference allowed by law.

IX. STATEMENT OR ERISA RIGHTS

As a Participant in the International Brotherhood of Boilermakers Great Lakes Retiree Welfare Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

A. Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other locations (certain worksites and the Union Hall), all documents governing the Plan, including Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United State Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including Collective Bargaining Agreement, 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. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Plan Description.

B. Applicability of the Affordable Care Act

This plan is a “retiree only” Welfare Plan. As such, the terms of the Affordable Care Act (also known as Obamacare) are not applicable to the terms of this plan.

C. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

D. Enforcing Your Rights

If your claim for a welfare 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 plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the United States 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.

E. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrative Manager at 6525 Centurion Drive, Lansing, Michigan 48917-9275. 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 Benefits Security Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and inquiries, Employee Benefits Security Administration, United States 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 Pension and Welfare Benefits Administration. The nearest Area Office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky 41011 at (606) 578-4680.