

**IRON WORKERS LOCAL 207  
VOLUNTARY EMPLOYEE BENEFIT  
ASSOCIATION PLAN AND  
SUMMARY PLAN DESCRIPTION**



TO: Our Eligible Employees and Their Dependents

August, 2000

We are pleased to provide you with this Summary Plan Description and Plan as adopted by the Plan's Board of Trustees. It describes in detail the benefits provided for you and your Eligible Dependents under the Ironworkers Local 207 Voluntary Employee Benefit Association Plan.

It is important to read this Plan so that you will know how you become and stay eligible for benefits, and to understand the types of benefits provided.

### **BENEFITS**

Eligible Employees are provided with Dental and Vision benefits and benefits for payments of deductibles, co-payments and self-contributions required by the Mahoning and Trumbull County Building Trades Insurance Fund.

### **PLAN CHANGES**

From time to time, you will receive supplemental notices about changes to this Plan. You should review these notices and refer to them as they may affect your entitlements.

### **FILING CLAIMS**

**All claims should be filed** with the **Fund Administrator:**

Ironworkers Local 207 Voluntary Employee Benefit  
Association Plan  
P.O. Box 230  
Niles, Ohio 44446  
330-652-9821  
1-800-435-2388

### **TRUSTEE DECISIONS**

The Board of Trustees maintains the sole and exclusive right to determine the eligibility requirements for participation in the Fund. The Trustees maintain the sole and exclusive right to alter, amend or terminate any or all portions of the benefit program provided through the Fund and to determine the cost to be charged for the benefits and coverage provided. **No Eligible Person - active, disabled or retired - has any vested rights to benefits or coverages.**

## **PLAN REPRESENTATIONS**

Only the Board of Trustees has the authority to interpret and answer questions regarding eligibility for participation in the Fund. However, the Plan Administrator has been given discretion by the Board of Trustees to interpret the Plan document and answer questions regarding Plan benefits. No Union or Employer representative, Trustee, business agent or other individual has the authority to answer questions and/or interpret the provisions or the types of benefits, amount, duration or nature provided by the Plan unless such individual has been given written authority by the Board of Trustees and is acting on its behalf.

## **CHANGES OF ADDRESS AND STATUS**

You must keep the Plan Office advised, in writing, every time you change your address. Do not depend on anyone but yourself to make this notification. If we do not have your current address you may miss important announcements, notices of eligibility for or terminations of coverage.

You also have the responsibility to inform the Plan Office within 60 days of a divorce, legal separation or a Child losing Dependent status under the Plan.

**While the Fund Office will do everything it can to get your notices to you, it is your responsibility to know your eligibility standing and to keep us current on your address.**

Fraternally,  
The Board of Trustees

**IRONWORKERS LOCAL 207 VOLUNTARY  
EMPLOYEE BENEFIT ASSOCIATION PLAN  
AND  
SUMMARY PLAN DESCRIPTION**

**IMPORTANT NOTICE:** This booklet is the Plan in effect as of August 1, 2000. From time to time, you will receive supplemental notices about changes to this Plan. It is your responsibility to review these notices.

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## **Plan Sponsor**

The Board of Trustees is the Plan Sponsor.

## **Plan Administrator**

Compensation Programs of Ohio, Inc. handles the day-to-day administration of the Fund.

Benefits are paid through the Board of Trustees' Plan Administrator.

## **Identification Numbers**

The number assigned to this Plan by the Board of Trustees based on the Internal Revenue Service requirements is 501.

The number assigned to the Board of Trustees by the Internal Revenue Service is 34-1939180.

## **Agent for Service of Legal Process**

The Board of Trustees is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Board of Trustees, upon any individual Trustee at the following address: Ironworkers Local 207 Voluntary Employee Benefit Association, 1123 North Canfield-Niles Road, Austintown, Ohio 44515, or upon fund counsel, Dennis Haines, Esq., Green Haines Sgambati Co., L.P.A., National City Bank Building, 16 Wick Avenue, Suite 400, P.O. Box 849, Youngstown, Ohio 44501-0849.

## **Plan Year**

The fiscal records of the Plan are kept separately for each Plan Year. The Plan Year is a twelve-month period which begins on July 1 and ends on June 30.

## **Source of Contributions**

The benefits described in the Plan generally are provided through employer contributions. Employer contributions are based on an hourly rate and are determined by the provisions of the collective bargaining agreements in effect between the participating local union and the participating signatory employers. You may obtain a copy of the collective bargaining agreements by writing to the Plan Administrator, or you may examine them at the Fund Office.

Additionally, Plan income may be generated through investment income.

### **Trust Fund**

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to covered participants.

**ADDITIONALLY, YOUR ACCOUNT WILL BE PERIODICALLY REDUCED TO REFLECT REASONABLE COSTS AND EXPENSES OF THE ADMINISTRATION OF THE PLAN AS DETERMINED BY THE TRUSTEES.**

## **ADDITIONAL INFORMATION ABOUT THE PLAN**

Federal law requires that the following additional information be provided to Eligible Persons.

### **Board of Trustees**

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Ironworkers Local 207 Voluntary Employee Benefit Association Plan and Trust Employer representatives and Ironworkers Local 207 Voluntary Employee Benefit Association Plan and Trust Union representatives. As of August 1, 2000, the Plan Trustees are:

#### **Union Trustees**

- 1) Edward L. Goldner, Jr.  
694 Bev Road  
Youngstown, Ohio 44512
  
- 2) Charles M. Lucas  
898 Bears Den Road  
Youngstown, Ohio 44511
  
- 3) Eric H. Zetterquist  
132 East Park Ave.  
Hubbard, Ohio 44425

#### **Management Trustees**

- 1) Patsy Pilorusso  
Lyco Corporation  
1089 N. Hubbard Road  
Lowellville, Ohio 44436
  
- 2) Leon Ferguson  
Ferguson Steel Erection, Inc.  
402 Fourth Street  
Greenville, Pa. 16125
  
- 3) James Connor  
The J. J. Connor Co., Inc.  
3026 Southern Blvd.  
Youngstown, Ohio 44507

## **YOUR ELIGIBILITY FOR BENEFITS**

### **Eligibility Class**

You are in an Eligible Class under the Plan if you have worked under Covered Employment and are represented by a Union participating in the Plan and are or have been an Employee of an Employer in the Plan.

Self-employed persons (for example, partners and sole proprietors) cannot become eligible for benefits.

### **Covered Employment**

Covered Employment reflects hours you have worked for an Employer for which the Employer is required by the terms of a Collective Bargaining Agreement with the Union to make contributions into the Fund. The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of employees, working under the Collective Bargaining Agreements, and, if so, the address of such Employer.

### **Enrollment Procedure**

A personal information card completed and signed by you must be given to the Fund Office for you and your Eligible Dependents.

## **GENERAL ELIGIBILITY PROVISIONS**

### **Active Employment**

You must be employed unless you are disabled, retired or engaged in military service. (See subsequent section on Participants Serving in Armed Forces).

## **ELIGIBILITY CONDITIONS**

### **Effective Eligibility Date**

An Employee will be eligible on the date contributions are credited to his/her account.

### **Definitions of Dependents**

The term "dependents" includes only:

- (A) The Employee's spouse;
- (B) The Employee's unmarried children under 19 years of age. Such children include (1) a step-child residing in the member's household or (2) a legally adopted child.
- (C) Children after attainment of age 19 but not beyond attainment of age 23, if, in addition to otherwise meeting the definition of dependent children as contained in (B) such dependent is: a full-time student in a recognized course of study or training, not employed on a regular full-time basis, and not otherwise covered under any other employer group insurance or prepayment benefits plan. Also to be eligible for coverage as a dependent under this provision, the child must have been eligible for coverage as a dependent prior to attainment of age 19.
- (D) Children after attainment of age 19 while incapable of self-support because of a disabling sickness or injury that commenced prior to age 19 provided such child was eligible for coverage as a dependent prior to attainment of age 19. Such children must otherwise meet the definition of dependent as contained in (B), must legally reside with the member and must be principally supported by the member.

To be eligible for dependent coverage, proof may be required that the dependent meets the requirements stated above.

The term dependents does not include a person who is covered under any other group insurance plan or program toward the cost of which an Employer contributes or who is covered as a member under this Plan.

## **Change in Family Status**

It is important that you give prompt written notice on the prescribed form of any change in your family status, such as marriage or divorce, birth of a child, marriage of any of your dependent children.

Dependent coverage will be effective on the date you acquire the dependent. You may be required to submit proof of such date.

## **Continuation of Eligibility - Active Employees Working Under Bargaining Agreement**

After establishing Initial Eligibility, you can continue your eligibility by maintaining a balance of monies in your account.

## **PARTICIPANTS SERVING IN ARMED FORCES**

1. A Participant who enters the Armed Forces of the United States on a full-time basis shall continue coverage under the Plan, as provided hereafter.
2. A Participant who enters into full-time military duty of the United States may continue coverage under the Plan for the Participant and his Eligible Dependents for eighteen (18) months upon receipt of a timely application and required contributions established by the Board of Trustees.
3. If a Participant enters the Armed Forces, coverage under the Plan will be continued for the Participant and Eligible Dependents at the expense of the last Employer who was a signatory to a Collective Bargaining Agreement between the Union and the Employer Association.
4. A Participant shall notify the Fund Office as soon as he knows or understands that he will be entering the military service and of his desire to continue health coverage for that period of time when he is in active military service, not to exceed eighteen (18) months. This notice requirement shall be adhered to by the Participant unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.
5. Upon a Participant's honorable discharge from military service, the Participant's eligibility status under the Plan will be restored to the status that existed when he entered military service. In order to restore such eligibility in the Plan, the Participant must notify the Fund Office, in writing, within sixty (60) days of his discharge of his intent to return to covered employment. In addition to such written notice, the Participant shall also supply the Fund Office with copies of his discharge papers, showing the date of his induction or enlistment in military service and the date of his discharge. Failure on the part of the Participant to file such notice and documentation with the Fund Office may be deemed an indication that the Participant does not wish to restore his eligibility status under the Plan.

## **FAMILY AND MEDICAL LEAVE ACT CREDITS**

Contribution Credits of up to 12 weeks in a 12-month period may be available from your Employer for Family and Medical Leave (FMLA). You must have worked 1,250 hours in a 12-month period for an Employer covered by FMLA. Certain other requirements must be met.

Forms for seeking these Credits are available from the Fund Office. The Form must be completed by you and your Employer. FMLA Contribution Credits may be available for:

- \$ The birth of your child and to care for such child;
- \$ Placement of a child with you for adoption or foster care;
- \$ To care for your Spouse, Child or parent with a serious health condition; or
- \$ For your own serious health condition that makes you unable to perform your job.

Please contact the Fund Office for Rules and Regulations governing FMLA Contribution Credits.

## **TERMINATION OF COVERAGE**

Coverage for you will terminate upon exhaustion of your account balance.

## **TERMINATION OF EMPLOYMENT**

In the event that an Employee terminates employment with an Employer who is a signatory to a Collective Bargaining Agreement which requires contributions to the Ironworkers Local 207 Voluntary Employee Benefit Association, the Employee and/or Dependents may continue to make claims until the Account Balance of the Employee is exhausted.

## **DEATH OF AN EMPLOYEE**

At the time of death of an Employee, who has an Account Balance in the Ironworkers Local 207 Voluntary Employee Benefit Association such Account Balance may be utilized by the Employees Dependents and/or named Beneficiary for benefits covered by this Plan until such account balance is exhausted.

## **INFORMATION REGARDING ELIGIBILITY**

Any question concerning your eligibility should be directed to the Fund Office, P.O. Box 230, Niles, Ohio 44446, telephone number 330-652-9821 or 1-800-435-2388.

## HOW TO FILE A CLAIM

All claims are to be submitted to the Fund Administrator at P.O. Box 230, Niles, Ohio 44446.

Claim forms and instructions may be obtained from the Fund Administrator.

To complete your claim payment, we must have:

- \$ Completed Reimbursement Request form
- \$ **Proof of Payment**
- \$ Copy of Fund's Explanation of Benefit Statement

\* **Claims made beyond one year from the date of service will not be paid.** \*

## CLAIMS APPEALS PROCEDURE

As soon as is feasible, the Plan Administrator will notify you in writing of his decision regarding your claim for benefits. If your claim for benefits is denied in whole or in part, or if any additional information is required before a final decision can be made on your claim, you will be notified in writing by the Fund Administrator. This notice will contain:

- A. The specific reason(s) for the denial;
- B. Specific reference to the pertinent provisions of the Plan upon which the decision is based;
- C. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; and
- D. An explanation of the Plan's Claims Appeal Procedure.

If you do not agree with the decision denying your claim in whole or in part, you or your authorized representative may request a review of that decision by the Board of Trustees. The Board of Trustees is responsible for conducting a full and fair review of your denied claim and for making the final decision regarding benefits payable under this Plan.

The procedure for requesting a review of the Board of Trustees of a claim denied in whole or in part is as follows:

- A. Your request for review must be directed to the Board of Trustees, must be in writing and must be made within sixty (60) days following receipt by you of the

written notice of denial from the Fund Administrator.

- B. You may submit additional information issues and comments in writing with your request for review; and
- C. You may review pertinent documents (although special approval may be required in certain instances to secure the release of confidential information such as medical records).

The Board of Trustees, after any necessary consultation with the Plan Administrator regarding benefits provided under the Plan, will then complete the review and render a final decision regarding your claim appeal for benefits under the Plan. The Board of Trustees' decision will be communicated to you in writing and will include specific reason(s) for the decision and specific references to pertinent plan provisions on which the decision is based. The Board of Trustees' decision will be made promptly, usually within sixty (60) days after receipt of your request for review. If special circumstances necessitate additional time for the Board of Trustees to complete the review, you will be notified accordingly, in writing.

<b>BENEFITS</b>
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**The benefit schedule is subject to change from time to time within the sole and exclusive discretion of the Board of Trustees.**

**DEDUCTIBLE PAYMENTS**

The Fund will reimburse you for deductible payments, co-payments, self-payments, not otherwise covered under the Mahoning and Trumbull County Building Trades Insurance Fund. Such reimbursement will be subject to amounts available in your account.

**DENTAL AND VISION BENEFITS**

The Fund will reimburse you for claims for dental and/or vision benefits (including co-payments) which are not covered, in any way, by similar benefits provided by the Mahoning and Trumbull County Building Trades Insurance Fund. The Fund will pay such benefits up to a maximum amount equal to your outstanding account balance.

**MEDICARE AGE RETIREE - SUPPLEMENTAL HEALTH INSURANCE**

The Plan will reimburse Medicare age retirees for any premiums paid for supplemental health insurance. Such reimbursement shall be limited to the amount of the Participant's account balance.

**NON-COVERED OR EXCLUDED EXPENSES**

The Plan will reimburse you for any and all claims for expenses which are considered non-covered and/or excluded by the Mahoning and Trumbull County Building Trades Insurance Fund or any other health and welfare fund or insurance plan. Such reimbursement shall be limited to the amount of the Participant's account balance.

## **ADMINISTRATION OF THE FUND**

### **Payments of Benefits Limited to Plan**

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 Plan 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 the Union, the Association, any Employer or the Trustees. The Trustees, the Employers and the Union shall not be held liable for any benefits except as provided in the Agreement(s) between the Employers and Union.

### **Amendment or Termination of Plan or Benefits**

The Trustees may change or terminate this Plan, or any part thereof, in their sole and exclusive discretion. Benefits will terminate when the Plan, or any applicable portion thereof, is terminated.

### **Payment of Claims and Assignment of Benefits**

Any benefits payable under this Plan are payable to the Eligible Employee upon proof of payment. The coverage and benefits under the Plan are not assignable without the consent of the Fund. Assigned benefits shall be paid to the assignee, regardless of the intervening death of the Eligible Person. Otherwise, except as otherwise provided by law, benefits due under this Plan shall not be assignable nor subject to attachment, garnishment or other legal process for debts of Eligible Persons.

### **Payment of Unassigned Benefits in Event of Death**

If an Eligible Person expires before the payment to him of any and all unassigned benefits, the Plan Administrator may pay the amount of the unassigned, unpaid benefits as follows:

- § If a probate administration is commenced in the Probate Court of the County in which the Eligible Person was domiciled at the time of his death, the Plan Administrator shall make prompt payment of the amount of the unassigned, unpaid benefit to the legal representative of the deceased, Eligible Person appointed by the Probate Court, upon receipt of a Certificate of Official Character from said legal representative.

§ If a probate administration is not commenced on behalf of the deceased Eligible Person, the Plan Administrator, in the absence of a designated beneficiary shall make prompt payment of the amount of the unassigned, unpaid benefit to the survivors in the following order of priority and upon evidence acceptable to the Plan Administrator of their status and priority, to wit: (a) spouse; (b) children, pro rata; (c) parents; (d) brothers and sisters, pro rata; and (e) next of kin.

### **Misstatements**

If any facts relevant to the existence or amount of coverage shall be misstated, the true facts will determine whether or not, and how much, coverage is in force.

### **Presentment of Claims on Behalf of Person Who is Incapacitated**

If an Eligible Person shall become incapacitated and be unable to prepare, complete, and/or execute the forms and documents prescribed by the Trustees and/or the Plan Administrator for the filing of claims and/or receipt of benefits, the forms and documents may be signed for and on behalf of the Eligible Person by other persons, as follows:

§ If a guardian has been appointed by a court of competent jurisdiction for the Eligible Person, by the guardian;

§ If no guardian has been appointed, then by the persons in the following order of priority and upon evidence acceptable to the Plan Administrator of status and priority: (1) spouse; (2) a child; (3) a parent; or (4) a brother or sister.

### **Recovery of Overpayment**

If the Plan Administrator ascertains that an Eligible Person has received an erroneous overpayment of a benefit, the Plan Administrator shall immediately notify such Eligible Person in writing, explaining the nature of the erroneous overpayment and requesting return of the amount of such overpayment. If the initial request for restitution is not successful, the Plan Administrator shall renew the demand in writing upon the Eligible Person; and may take other reasonable actions to obtain reimbursement of the erroneous overpayment.

If the taking of reasonable steps to obtain repayment of the overpayment has been unsuccessful, the Plan Administrator may treat the overpayment of benefits as an advance payment of benefits due to the Eligible Person and offset the amount of such overpayment against any Plan benefits due or which may become due to the Eligible Person until the full amount of the overpayment has been repaid to the Plan.

## **Validity of Plan and Plan Provisions**

This Welfare Plan is established in the State of Ohio and all questions pertaining to the validity and construction of this Plan and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Ohio, except as preempted by Federal law. Where all or part of a Plan provision is declared invalid, any remaining balance of such provision will remain valid.

## **Construction by Trustees**

Under the Plan of Benefits and the Trust Agreement creating the Plan, the Trustees or persons acting for them, such as a Trustee Review Committee, have the sole and exclusive authority to make final determination regarding any application for benefits and the interpretation of the Plan of Benefits, the Trust Agreement, the Plan document or any other rules, regulations, procedures or administrative rules adopted by the Trustees. Any questions or interpretations about the Plan or Trust Agreement, or disputes about eligibility for and amount of benefits, shall be resolved by the Board of Trustees. Decisions of the Trustees or, where appropriate, decisions of those acting for the Trustees in such matters, are final, binding and conclusive on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the further intention of the parties to the Trust that such a decision is to be upheld unless it is determined to be arbitrary and capricious. Any interpretation of the Plan or Trust Agreement made by the Trustees shall, subject to the claimants' right to legal action, be final and binding on all parties.

## **Legal Actions**

No action at law or in equity shall be brought to recover any benefits provided under this Plan before the expiration of 120 days after written proof of loss has been furnished nor shall any such action be brought after the expiration of three years after the time written proof of loss is required to be furnished.

## DEFINITIONS

This section defines certain terms used in the booklet to help you understand how these terms apply in the administration of the Plan:

**Accidental Injury** – a trauma to the body resulting from an accident, such as a strain, sprain, abrasion or contusion.

**Assignment of Benefits** – a written request by an Eligible Person that the Plan pay any part or all of any benefits provided on account of hospital, nursing, medical or surgical service directly to the person or entity which provided the service or treatment. A written request will include a proper notation on a provider billing form.

**Calendar Year** – that period commencing at 12:01 a.m. Eastern Standard Time and continuing until 12:01 a.m. Eastern Standard Time on the immediately following January 1.

**Collective Bargaining Agreement** – the agreement between your Union and Employer which governs the wages and conditions of your work.

**Covered Medical Expense or Covered Expense** – a type of expense for services or supplies for which the Plan will provide benefits.

**Disabled** – unless the context indicates otherwise, a participant is "Disabled" when such participant's physician certifies that the participant is unable to perform the participant's job because of injury, illness or pregnancy. Totally and Permanently Disabled or Totally Disabled means the participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months.

**Effective Eligibility Date** – the date you become eligible for reimbursement of your Covered Medical Expenses based on the Schedule of Benefits and this Plan.

**Eligible Employee** – unless the context indicates otherwise, "Eligible Employee" shall mean **any** employee or former employee of an Employer who is eligible for benefits consistent with the terms and provisions of collective bargaining agreements or other labor-management agreements, or a representative of any association representing employers who are signatories to a current collective bargaining agreement and meeting the eligibility rules adopted by the Trustees from time to time.

**Eligible Person** – unless the context indicated otherwise, "Eligible Person" shall mean an Eligible Employee, an Eligible Dependent or a qualified beneficiary who meets all requirements for continuation coverage based on the Plan's eligibility rules.

**Employer** – in the context of this Plan, the term "Employer" or "Employers" include those who:

- \$ Have assigned their bargaining rights to an Employer Association which is a party to a collective bargaining agreement with a local union participating in the Plan which requires contributions to the Plan; or
- \$ Have directly executed a collective bargaining agreement with a local union participating in the Plan which requires contributions to the Plan and which is acceptable to the Trustees; or
- \$ Have executed an Employer Participation Agreement with the Plan which requires contributions to the Plan and which is acceptable to the Trustees.

**Employer Association** – the Builders Association of Eastern Ohio and Western Pennsylvania.

**Trust Agreement** – the agreement and declaration of trust establishing and providing for the maintenance of the Ironworkers Local 207 Voluntary Association Benefit Fund, as now stated or amended hereafter.

**Union** – Ironworkers Local 207 Union, as defined in the Plan's Trust Agreement.