

**SUMMARY OF MATERIAL MODIFICATIONS TO
THE HEALTH AND BENEFIT TRUST FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 94-94A-94B, AFL-CIO**

Commercial Division

To: All Commercial Division Participants in the Health and Benefit Trust Fund of the International Union of Operating Engineers Local 94-94A-94B, AFL-CIO

From: The Plan Administrator of the Health and Benefit Trust Fund of the International Union Operating Engineers Local 94-94A-94B, AFL-CIO – Commercial Division

Re: Recent Changes to the Plan of Benefits

Date: January 29, 2021

This document is a Summary of Material Modifications (“SMM”) intended to notify you of important changes under the Health and Benefit Trust Fund of the International Union of Operating Engineers Local 94-94A-94B, AFL-CIO (the “Plan” or the “Fund”). This summary is intended to satisfy the requirements for issuance of a SMM under the Employee Retirement Income Security Act of 1974, as amended. You should take the time to read this SMM carefully and keep it with the Summary Plan Description (“SPD”) that was previously provided to you. If you need another copy of the SPD or if you have any questions regarding this change to the Plan, please contact the Plan Administrator during normal business hours at: 331-337 West 44th Street, New York, New York, 10036, telephone number: (212) 331-1800.

- I. Effective December 1, 2020, in Section 1 of the SPD, the third full paragraph in the subsection titled “Eligible Dependents” on page 7 has been amended to read:

Your dependents (other than your spouse) over age 19 who are incapable of self-sustaining employment by reason of having an intellectual disability and/or being physically disabled as such terms are defined by the New York Mental Hygiene Law, will remain eligible for benefits provided they became so incapable prior to their 19th birthday, were covered as Eligible Dependents under the Plan prior to their 19th birthday, and are primarily supported by you. Proof that your Eligible Dependent incurred an intellectual disability and/or physical disability prior to his/her 19th birthday must be supplied to the Fund Office by your physician. You must apply for a disabled child’s dependent coverage extension and provide proof that such intellectual disability and/or physical handicap was incurred prior to his/her 19th birthday no later than 60 days after the date the child turns 26, and you must remain covered under the Plan. You will be notified by the Fund if your adult disabled child is found eligible for continuing coverage. Failure to comply with the required proof of your Eligible Dependent’s intellectual disability and/or physical disability within the timeframe noted above means your disabled child loses his or her special eligibility status. If you have a dependent child who becomes intellectually disabled and/or sustains a physical handicap prior to his/her 19th birthday, please immediately contact the Fund Office for details. If, however, your dependent child’s disability occurs after reaching age 19, he or she can still qualify under the Fund for health coverage until the last day of the month of his or her 26th birthday.

- II. Effective June 18, 2020, Section 1 of the SPD titled “Eligibility for Retirees” on page 10 has been amended to provide:

Retirees are eligible for applicable benefits under Section 4 of the SPD. In order to be eligible for Retiree Benefits under the Plan (as described under Section 4 of the SPD), Retirees, regardless of disability status, must satisfy all of the following requirements:

- Must be at least age 62 on their respective retirement date under the Central Pension Plan,
- Have twenty-five (25) years of Total Credited Service (as defined in the Central Pension Plan),
- Be receiving a pension under the Central Pension Plan,
- Must have continuous coverage under the Fund for the fifteen (15) years immediately preceding their respective retirement date under the Central Pension Plan, and
- Must pay the required premiums set forth under Section 4 of the SPD, as amended from time to time.

Notwithstanding the above requirements, a participant who is at least age 58 on his or her retirement date and meets the above requirements for Retiree Benefits (other than the age requirement) will be eligible for Retiree Benefits if he or she also meets all of the following requirements: (i) the participant has at least thirty-five (35) years of Total Credited Service (as defined in the Central Pension Plan), (ii) the participant has been involuntarily terminated from employment as a result of the sale of the building in which he or she works, and said building was previously modified to accommodate the participant's disability, and (iii) the Trustees agree that the participant's disability renders him or her unable to be employed at another location.

III. Effective January 1, 2021, in Section 3 of the SPD, the subsection titled "Naming Your Beneficiary" on page 27 has been amended to read:

Be sure to complete a beneficiary form (available from the Fund Office) or online at www.local94.com that designates your beneficiary for your Death Benefit and for Plan reimbursements, if any, that may be available to you from the Plan. Note, Plan reimbursements may include claim refunds and reimbursements of premiums such as pre-paid COBRA premiums following your death, provided that you do not have any Eligible Dependents who are covered under the Plan for which payment may be due.

You may change your beneficiary at any time. If you do not name a beneficiary, or if your beneficiary dies before you, or is determined by the Trustees, in their sole and absolute discretion, to be unable, incompetent or unavailable to receive your Death Benefit or Plan reimbursements, if any, that may be available to you under the Plan, your Death Benefit and Plan reimbursements, if any, will be paid to your estate. Note, in the event that you designate more than one beneficiary for your Death Benefit and do not indicate each beneficiary's percentage of benefit, your eligible beneficiaries will share in your Death Benefit (and any Plan reimbursements, if applicable) equally.

Any attempted assignment or alienation by the beneficiary of your Death Benefit prior to actual receipt from the Fund will be considered null and void. In such cases, the money will be held by the Trustees for such purposes as they in their sole discretion deem proper.

No interest will accrue or be paid between the time of death and the time of payment of your Death Benefit or Plan reimbursements, if any.

IV. Effective January 1, 2021, in Section 3 of the SPD, the subsection titled "Naming Your Beneficiary" on page 28 has been amended to read:

Your beneficiary for the Accidental Death Benefit and the Sick Fund benefit will be the same as your beneficiary for the Death Benefit and for Plan reimbursements, if any, that may be available to you from the Plan (see the Naming Your Beneficiary provision on page 27 for further details).

- V. Effective January 1, 2021, in Section 4 of the SPD, the subsection titled "Naming Your Beneficiary" on page 32 has been amended to read:

Be sure to complete a beneficiary form (available from the Fund Office) or online at www.local94.com that designates your beneficiary for your Death Benefit and for Plan reimbursements, if any, that may be available to you from the Plan. Note, Plan reimbursements may include claim refunds and reimbursements of premiums such as pre-paid COBRA or retiree premiums following your death, provided that you do not have any Eligible Dependents who are covered under the Plan for which payment may be due.

You may change your beneficiary at any time. If you do not name a beneficiary, or if your beneficiary dies before you, or is determined by the Trustees, in their sole and absolute discretion, to be unable, incompetent or unavailable to receive your Death Benefit or Plan reimbursements, if any, that may be available to you under the Plan, your Death Benefit and Plan reimbursements, if any, will be paid to your estate. Note, in the event that you designate more than one beneficiary for your Death Benefit and do not indicate each beneficiary's percentage of benefit, your eligible beneficiaries will share in your Death Benefit (and any Plan reimbursements, if applicable) equally.

Any attempted assignment or alienation by the beneficiary of your Death Benefit prior to actual receipt from the Fund will be considered null and void. In such cases, the money will be held by the Trustees for such purposes, as they in their sole discretion deem proper.

No interest will accrue or be paid between the time of death and the time of payment of your Death Benefit or Plan reimbursements, if any.

- VI. Effective January 1, 2021, in Section 8 of the SPD, the subsection titled "Naming Your Beneficiary" on page 65 has been amended to read:

Your beneficiary for the Health and Benefit Fund's Death Benefit and Accidental Death and Dismemberment Benefit will be the same as your beneficiary for the Sick Fund and for Plan reimbursements, if any, that may be available to you from the Plan (see the Naming Your Beneficiary provision on page 27 for further details).

Sincerely,

Board of Trustees, Health and Benefit Trust Fund of the International Union of Operating Engineers Local 94-94A-94B, AFL-CIO

This SMM is intended to provide you with an easy-to-understand description of material changes concerning the Plan. While every effort has been made to make this description as complete and as accurate as possible, this SMM, of course, cannot contain a full restatement of the terms and provisions of the Plan. The Board of Trustees or its duly authorized designee, reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with the applicable amendment procedures established under the Plan and the Agreement and Declaration of Trust establishing the Plan (the "Trust Agreement"). The Trust Agreement is available at the Fund Office and may be inspected by you free of charge during normal business

hours. No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the Plan documents, make any promises to you about benefits under the Plan, or to change any provision of the Plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters arising under the Plan.

IMPORTANT NOTICE REGARDING THE PLAN'S GRANDFATHERED PLAN STATUS

The Trustees believe that the Plan is a "grandfathered plan" as such term is defined under PPACA (more commonly known as Health Care Reform). As permitted by Health Care Reform, a grandfathered health plan can preserve certain basic health coverage that was already in effect when Health Care Reform was enacted. Being a grandfathered health plan means that the medical coverage that you have elected under the plan may not include certain consumer protections of Health Care Reform that apply to other group health plans, for example, the requirement for the provision of preventive health services without any cost sharing (i.e., copayments, coinsurance, deductibles). However, grandfathered health plans must comply with certain other consumer protections in Health Care Reform, for example, the elimination of lifetime limits on benefits and extension of coverage to dependents until age 26. Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator during normal business hours at: 331-337 West 44th Street, New York, New York, 10036, telephone number: (212) 331-1800. You may also contact the Department of Labor at (866) 444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered plans.