FIFTH AMENDMENT TO THE AMENDMENT AND RESTATEMENT OF IRON WORKERS' HEALTH FUND OF EASTERN MICHIGAN BENEFIT PLAN

WHEREAS, the Trustees of the Iron Workers' Health Care Trust of Eastern Michigan desire to amend the Amendment and Restatement of the Iron Workers' Health Fund of Eastern Michigan Benefit Plan dated May 1, 2013 (Plan);

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows:

1. Article 3, Section 3.4(c)(2) is amended as follows effective January 1, 2016.

(2) Coverage for Medicare Eligible Participants and Dependents

Coverage for Medicare eligible participants and dependents is provided via a Medicare Policy, as described in Section 3.8(b).

~~In lieu of medical benefits provided under section 3.4(a), Supplemental Coverage only is provided to Medicare eligible Participants and Dependents. These benefits are administered by BCBSM and are described in the BCBSM Benefit Guides and Summary of Group Health Care Benefits ("BCBSM Documents"). Supplemental Coverage is also subject to the exclusions set forth in section 3.4(b).~~

2. Article 3, Section 3.7 is amended as follows effective January 1, 2016:

3.7 Vision Benefits

The Fund provides participants with self-insured vision benefits administered by Blue Cross and Blue Shield of Michigan and are described in the BCBSM Benefit Guides and Summary of Group Health Care Benefits ("BCBSM Documents"). Notwithstanding, if the Fund offers vision coverage under a Medicare Policy under Section 3.8(b), such vision coverage shall be provided in lieu of any vision coverage under this section.

3. Article 3, Section 3.8 is amended as follows effective January 1, 2016:

3.8 Retiree Benefit Options

~~Retirees may elect the following options, for which a lower self-payment rate will be charged:~~

(a) Pre-Medicare Retirees ~~Medical Only Option~~

~~Medicare and non~~Pre-Medicare Retirees may elect either the same medical, dental, and prescription drug coverage provided to active participants, or a medical only option (for a lower self-payment) that provides:

(1) Medical benefits under section 3.4;

(2) NO Dental coverage under section 3.6; and

(3) NO Prescription Drug coverage under section 3.5.

(b) ~~Coordinated Medicare HMO Option~~ Medicare Retirees

In lieu of medical benefits and prescription drug benefits under sections 3.4 and 3.5, Medicare eligible Participants and Dependents are provided coverage via a fully insured Medicare coordinated policy (Medicare Policy). The terms and conditions of such coverage are set forth in the Medicare Policy.

Coverage under the Medicare Policy may be limited if such person has not timely applied for and obtained Medicare. It is the Participant's or Dependent's responsibility to timely obtain Medicare coverage. If he/she does not do so, he/she is responsible for the costs of medical expenses that otherwise would have been covered by Medicare or the Medicare Policy.

This Fund does not cover any expenses for Medicare eligible Participants or Dependents. All such expenses are covered by Medicare or the Medicare Policy.

~~Medicare eligible Retirees may elect a Medicare HMO coordinated policy offered by the Fund in lieu of medical benefits and prescription drug benefits under sections 3.4 and 3.5. Information regarding such benefits is set forth in the HMO guides. This option may only be elected if the Retiree and all his eligible Dependents are Medicare eligible.~~

(c) Any Dependent of a Retiree is covered under the same option elected by the Retiree. Notwithstanding, split coverage is available where a Retiree and his/her dependents are not all Medicare eligible.

4. Article 15, Rescission of Coverage, is amended as follows to correct a scrivener's error:

Rescission means the retroactive cancellation of coverage. Where coverage was provided as a result of fraud or an intentional misrepresentation of a material fact by a Participant or Dependent, or an individual seeking coverage on behalf of such Participant or Dependent, the Plan will rescind coverage. Failure to inform the Fund Office of a divorce or any other event which makes a Dependent ineligible for coverage is considered fraud or intentional misrepresentation of material fact. A thirty day notice of rescission will be provided.

In the event coverage is rescinded, in addition to any legal and equitable means of recovery available, the Plan has the right to pursue the Participant or Dependent, jointly and severally, for the full amount paid for such coverage from the date of cancellation, including all costs and attorney's fees, expended in collecting the amount owed. At the Plan's sole option, it may enforce this provision by offsetting future benefits or deducting amounts in a Participant's Bank until the amount owed has been recovered.

Nothing in this section limits the rights of the Plan to prospectively terminate coverage where such coverage was previously provided as a result of a mistake, intentional misrepresentation, or fraud. Further, nothing in this section limits the right of the Plan to cancel coverage retroactively for failure of a Participant or Dependent to make a self-payment, where there has been a reasonable delay in terminating coverage due to administrative recordkeeping.

5. Article 18 is added as follows effective September 1, 2015:

ARTICLE 18 – FORMER FENCE PLAN PARTICIPANTS

18.1 Merger

Effective September 1, 2015, the Iron Workers Fence Erection Health and Welfare Fund Agreement and Declaration of Trust (Fence Fund) merged into the Iron Workers' Health Care Trust of Eastern Michigan (25 Fund) and as of such date all individuals who were eligible participants in the Fence Fund (former Fence Participants) became eligible participants in the 25 Fund.

Former Fence Participants (who are Active Employees only) are eligible only for benefits set forth in section 18.3, below.

All other terms and conditions of this Plan apply to Former Fence Participants.

Any reference in this Article 18 to Participant means a Former Fence Participant.

18.2 Eligibility Former Fence Participants

The Plan will establish a Dollar Bank for Participants who were Active Employees in the Iron Workers Fence Erection Health and Welfare Fund Plan Fund (Fence Plan) in the same amount that he/she would have had in the Fence Plan as of September 1, 2015, based on contributions received through August 31, 2015.

A Participant will remain eligible for benefits as long as his Dollar Bank is equal to or greater than the required monthly cost. The Dollar Bank is limited to 6 months maximum eligibility based on the monthly benefit cost. The monthly benefit cost will be established from time to time in the sole discretion of the Trustees. The Dollar Bank will only be credited with contributions received. When a Participant's bank is below the monthly cost, the member may continue coverage under the Plan COBRA provisions.

A Participant will be initially eligible for benefits the third month following the month in which his bank is equal to or greater than three times the monthly cost, the same as set forth in Section 2.2.

Coverage terminates on the first day of the month following the month in which a Participant was last eligible, or the date the plan terminates, whichever is earliest.

18.3 Benefits

(a) Definitions

For purposes for this Article 18, the following definitions apply:

Active Employee or Employee means an actively working employee on whose behalf an Employer is required to make contributions to this Fund pursuant to the terms of a Collective Bargaining Agreement, or other agreement satisfying the requirements of the National Labor Relations Act. Owner Members are not considered Employees and are not eligible for coverage.

Benefit Guides means the documents distributed explaining each separate benefit provided under the terms of this Plan.

Children or Child means a child entitled to coverage as a dependent of the Active Employee pursuant to the terms of eligibility as set forth for each benefit in the Benefit Guides. Children shall be entitled to medical coverage until the end of the month in which they turn age 26 as required by section 2714 of the Public Health Service Act. Any such child shall include an alternate recipient under a Qualified Medical Child Support Order of an Active Employee.

Covered Person means an Active Employee or Dependent entitled to coverage for any particular benefit.

Dependents mean a Participant's Spouse and Children. Dependent coverage terminates on the date he/she ceases to be a Dependent as defined in the applicable Benefit Guide, the date the plan terminates, or on the date the Participant's coverage terminates, whichever is earliest.

(b) Medical Benefits

Medical Benefits (including prescription drug) for Participants and Dependents are fully insured pursuant to an HMO contract. Terms of coverage, including limitations to coverage and appeal rights, are set forth in the HMO Benefit Guide.

(c) Life Insurance

Life insurance for Participants is fully insured and provided pursuant to a life insurance policy. Terms of coverage, including limitations to coverage and appeal rights, are set forth in the Life Insurance Benefit Guide.

(d) Short Term Disability

Short Term Disability benefits for Participants are fully insured and provided pursuant to an insurance policy. Terms of coverage, including limitations to coverage and appeal rights, are set forth in the Short Term Disability Benefit Guide.

This Amendment was adopted on 1/27 **, 2016.**

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