

**PLUMBERS AND PIPEFITTERS LOCAL UNION 344
RETIREE HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

Amended & Restated Effective January 1, 2024

ARTICLE I. Introduction

1.1 Establishment of Plan

The Joint Board of Trustees of the Plumbers and Pipefitters Local Union 344 (the “Employer”) hereby establishes the Plumbers and Pipefitters Local Union 344 Retiree Health Reimbursement Arrangement (“HRA”) Plan (the “Plan”). The Plan was originally effective January 1, 2015 and is hereby amended and restated effective January 1, 2024 (the “Effective Date”). This Plan is a non-integrated, standalone welfare benefits plan and shall be administered accordingly. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is intended to permit Eligible Retirees (and their Spouses and Dependents) to obtain reimbursement of health insurance deductible and premium amounts, Medicare supplemental policy premiums, and vision coverage expenses, as applicable (the “Eligible Expenses”), up to the amounts determined by the Employer in its sole discretion, on a nontaxable basis from his or her HRA Account.

1.2 Legal Status

This Plan is intended to be a health reimbursement arrangement as defined under IRS Notice 2002-45. The premiums reimbursed under the Plan are intended to be eligible for exclusion from Participants’ gross income under Code §105(b). This Plan is intended to qualify as a retiree only, single, non-integrated, employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder.

ARTICLE II. Definitions

2.1 Definitions

“**Administrator**” means the Employer. The contact person for the Administrator is the Employer’s employee benefits administrator, who has the full authority to act on behalf of the Administrator.

“**Benefits**” means the reimbursement benefits for health insurance deductibles and premiums, Medicare supplemental insurance policy premiums, and vision coverage expenses, as applicable, subject to the limitations as described under Article VI.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Covered Individual**” means, for purposes of Article VII, a Participant.

“**Dependent**” shall mean any person described below:

- (1) Spouse. An individual who meets the legal definition of a Spouse determined under either federal or state law. In order to determine whether a valid marriage exists under federal or state law, the Participant must provide a copy of the first page (income amounts blacked out) of either a federal or state tax return filed within the last year with the same home address indicating a married filing status to the Administrator. A common law spouse qualifies as a spouse under this Plan only if a Participant and his/her spouse deliver to the Administrator a notarized affidavit evidencing their common law marital status.
- (2) Child(ren). Child(ren) shall mean the following:

- An Eligible Retiree's natural child(ren) who have not attained age 27 by the end of the calendar year.
- An Eligible Retiree's stepchild(ren), meaning an Eligible Retiree's Spouse's child(ren) who have not attained age 27 by the end of the calendar year, or an earlier age if the Eligible Retiree's marriage to the stepchild's natural parent ends other than due to the death of either the Eligible Retiree or the Eligible Retiree's Spouse.
- An Eligible Retiree's adopted child(ren), meaning an Eligible Retiree or his or her Spouse have adopted such child(ren) or such child(ren) are placed for adoption with them, and until the end of the calendar year in which the child(ren) attain age 27. An Eligible Retiree or his or her Spouse must be one of the adopting parents, the child must have been placed in the Eligible Retiree's or the Spouse's custody, and the adoption proceeding must have assigned the responsibility for benefits coverage to the Eligible Retiree or the Spouse.
- An Eligible Retiree's child covered by a Qualified Medical Child Support Order ("QMCSO"), meaning an Eligible Retiree's child(ren) on whose behalf a QMCSO has been entered or issued, indicating that coverage must be provided by the Eligible Retiree until the earlier of the following: 1) the child covered by the QMCSO is no longer so covered; or 2) the end of the calendar year in which the child turns 27 years of age.
- Other Eligible Dependent, meaning the person who is not the Eligible Retiree's child (or the child of the Eligible Retiree's Spouse to whom the Eligible Retiree is related), for whom the Eligible Retiree have been appointed legal guardian by a court, who is the Eligible Retiree's dependent for federal income tax purposes and is under 25 years of age.
- An Eligible Foster Child who is placed with the Eligible Retiree or with the Eligible Retiree's Spouse by an authorized placement agency or by judgment decree, or other order of any court of competent jurisdiction until the end of the calendar year in which the child attains age 27 or is no longer authorized to be in the care of the employee or employee's spouse.
- Incapacitated person. An Eligible Retiree's child(ren) or other eligible dependent(s) who is physically or mentally incapable of self-support while remaining incapacitated, as long as you remain an Eligible Retiree and so long as (i) the child or other eligible dependent was enrolled in the Plan prior to the end of the calendar year in which the child turned age 27 (for natural, adopted and stepchildren), or attained age 25 (for other eligible dependents), as the case may be, and remained covered through such age; and (ii) the child or other eligible dependent satisfies the criteria for eligibility under one of the categories described above but for his or her age.

A child will no longer be a Dependent on the last day of the month (or the last day of the calendar year, as applicable) in which the limiting age is reached. Dependent coverage does not include benefits for grandchildren (unless such children are under an Eligible Retiree's legal guardianship).

- (3) In addition to the above limitations, Dependent does not include the spouse or child if eligible for coverage under the Employer's employer-sponsored group health plan as an employee of the Employer.

For purposes of coverage under this Plan, if both parents are Participants, a Dependent shall only be covered as a Dependent under this Plan by one parent.

“Effective Date” of this Plan has the meaning described in Section 1.1.

“Electronic Protected Health Information” has the meaning described in 45 CFR §160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

“Eligible Expenses” shall mean a portion of the premium amounts paid for the purchase of a Medicare supplemental insurance policy through an Employer-approved insurance company or provider, and expenses related to the purchase of vision care, as applicable.

As explained more fully in Article VI, reimbursement for Eligible Expenses shall not exceed the dollar limits set by the Employer in its sole discretion.

“Eligible Retiree” means a retired Employee eligible to participate in this Plan, as provided in Section 3.1.

“Employer” has the meaning described in Section 1.1.

“Enrollment Form” means the form provided by the Administrator for the purpose of allowing a Participant to participate in this Plan.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Highly Compensated Individual” means an individual defined under Code §105(h), as amended, as a “highly compensated individual” or “highly compensated employee.”

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“HRA” means a health reimbursement arrangement as defined in IRS Notice 2002-45 or any successor thereto.

“HRA Account” means the HRA Account described in Section 6.3.

“Participant” means an individual who is an Eligible Retiree or Dependent and who is participating in this Plan in accordance with the provisions of Article III.

“Period of Coverage” means the Plan Year, with the following exceptions: (a) for Eligible Retirees who first become Participants, it shall mean the portion of the Plan Year following the date participation commences, as described in Section 3.1; and (b) for Participants who terminate participation, it shall mean the portion of the Plan Year prior to the date participation in the Plan terminates, as described in Section 3.2. A different Period of Coverage (e.g., a calendar month) may be established by the Administrator and communicated to Participants.

“Plan” means this Plumbers and Pipefitters Local Union 344 Retiree Health Reimbursement Arrangement Plan as set forth herein and as amended from time to time.

“Plan Year” means the calendar year (i.e., the 12-month period commencing January 1 and ending on December 31).

“Privacy Official” shall have the meaning described in 45 CFR §164.530(a).

“Protected Health Information” shall have the meaning described in 45 CFR §160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

“Spouse” shall have the meaning as set forth in the definition of “Dependent”.

“SPD” means the separate summary plan description describing the terms of this Plan.

“Suspension Election Form” means the form provided by the Administrator for the purpose of allowing a Participant to suspend his or her HRA Account for a Plan Year.

“USERRA” means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is an Eligible Retiree and may participate in this Plan if the individual:

- is a retired employee;
- is not enrolled in health insurance under the federal Health Insurance Marketplace (known as the “Exchange”);
- is 65 years old or older;
- is currently enrolled in Medicare; and
- purchases supplemental Medicare insurance through an Employer-approved insurance company or provider

The Spouse and/or Dependent(s) of an Eligible Retiree may also participate in the Plan.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- the last day of the month in which Participant ceases to be an Eligible Retiree (or an Eligible Retiree’s Spouse or Dependent) as described under Section 3.1;
- the termination of this Plan; or
- the date on which the Eligible Retiree ceases (because of death or any other reason) to be a Participant.

ARTICLE IV. Method and Timing of Enrollment

4.1 Enrollment When First Eligible

A Participant who first becomes an Eligible Retiree by meeting the Plan’s eligibility requirements under Section 3.1 will commence participation in this Plan on the Effective Date or, if later, on the first day of the calendar month immediately following the day on which such eligibility requirements have been satisfied, provided that the Eligible Retiree submits an Enrollment Form to the Administrator before the first day of the calendar month in which participation will commence. Once the Eligible Retiree is enrolled as a Participant, his or her participation will continue month-to-month and year-to-year until his or her participation ceases pursuant to Section 3.2.

Notwithstanding the above, in no case will retiree coverage under this Plan be effective sooner than the official retirement date specified in the National Pension Award Letter.

4.2 Election to Suspend HRA Account

A Participant may elect to suspend his or her HRA Account for any future Plan Year by submitting a Suspension Election Form to the Administrator before the beginning of that Plan Year. The Participant's suspension election will remain in effect for the entire Plan Year to which it applies, and the Participant may not modify or revoke the election during that Plan Year. The Participant will not receive reimbursements for any Eligible Expenses incurred during the Plan Year to which the suspension election applies.

If a Participant suspends his or her HRA Account for a Plan Year, the Employer will discontinue contributing to the HRA Account. Eligible Expenses incurred before the beginning of the suspended Plan Year will be reimbursed during the suspended Plan Year, subject to the reimbursement procedures contained in Section 6.5, so long as no suspension election was in effect for the Plan Year in which such expenses were incurred.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When an Eligible Retiree becomes a Participant in accordance with Articles III and IV, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Eligible Expenses up to the dollar limit as determined by the Employer in its discretion under Article VI (the "Total Benefit Amount"). In no event shall benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Eligible Expenses.

5.2 Employer and Participant Contributions

(a) *Employer Contributions.* The Employer funds the full amount of the HRA Accounts. The maximum monthly contribution on behalf of all Participants shall be in the amount of the Eligible Expenses up to the Total Benefit Amount. In no event shall the Employer's monthly contribution exceed the actual cost of the Eligible Expenses.

(b) *Participant Contributions.* There are no Participant contributions for Benefits under the Plan.

(c) *No Funding Under Cafeteria Plan.* Under no circumstances will the Benefits be funded with salary reduction contributions, Employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or Employer contributions under a cafeteria plan be treated as Employer contributions to the Plan.

5.3 Funding This Plan

All of the amounts payable under this Plan shall be paid from the trust settled by the Employer for such purpose.

ARTICLE VI. Health Reimbursement Benefits

6.1 Benefits

The Plan will reimburse Participants for Eligible Expenses up to the Total Benefit Amount as determined in the Employer's discretion and as set forth and adjusted under Section 6.2. The Plan will not reimburse Participants for amounts that are not Eligible Expenses.

6.2 Maximum Benefits

(a) *Maximum Benefits.* The maximum dollar amount that may be credited to a Participant's HRA Account will be determined on an annual basis in the Employer's sole discretion but in no event shall such amount be more than the actual dollar amount of the Eligible Expenses. Unused amounts may not be carried over to the next Period of Coverage, as provided in Section 6.4.

(b) *Changes.* For subsequent Plan Years, the maximum dollar limit may be changed by the

Administrator and shall be communicated to Employees through the Enrollment Form, the SPD, or another document.

(c) *Nondiscrimination.* Reimbursements to Highly Compensated Individuals may be limited or treated as taxable compensation to comply with Code §105(h), as may be determined by the Administrator in its sole discretion.

6.3 Establishment of Account

The Administrator will establish and maintain an HRA Account with respect to each Participant but will not create a separate fund or otherwise segregate assets for this purpose. The HRA Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and available reimbursement amounts.

(a) *Crediting of Accounts.* A Participant's HRA Account will be credited at the beginning of each calendar month with an amount equal to the applicable maximum dollar limit for the Period of Coverage divided by the number of months in that Period of Coverage (e.g., divided by 12 in a 12-month Plan Year).

(b) *Debiting of Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of Eligible Expenses incurred during the Period of Coverage up to the Total Benefit Amount.

(c) *Available Amount.* The amount available for reimbursement of Eligible Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior reimbursements debited under subsection (b).

6.4 Carryover of Accounts

If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall not be carried over to reimburse the Participant for Eligible Expenses incurred during a subsequent Period of Coverage. However, upon loss of eligibility, the Participant's coverage ceases, and expenses incurred after such time will not be reimbursed. In addition, any HRA benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Eligible Expense was incurred shall be forfeited.

6.5 Reimbursement Procedure

(a) *General Procedure.* The Plan will reimburse Participants in accordance with the procedures set forth in the SPD.

(b) *Claims Denied.* For reimbursement claims that are wholly or partially denied, see the appeals procedure in Article VIII.

6.6 Named Fiduciary; Compliance With ERISA, COBRA, HIPAA, etc.

(a) *Named Fiduciary.* The Joint Board of Trustees of the Plumbers and Pipefitters Local Union 344 is the named fiduciary for the Plan for purposes of ERISA §402(a).

(b) *Laws Applicable to Group Health Plans.* Benefits shall be provided in compliance with ERISA, HIPAA and other group health plan laws to the extent required by such laws.

ARTICLE VII. HIPAA PRIVACY AND SECURITY

7.1 Employer's Certification of Compliance

The Plan shall not disclose Protected Health Information to the Employer unless the Employer certifies that the Plan document incorporates the provisions of 45 CFR §164.504(f)(2)(ii) and the Employer agrees to conditions of disclosure set forth in this Article VII.

7.2 Permitted Disclosure of Enrollment/Disenrollment Information

The Plan may disclose to the Employer information on whether an individual is a Participant in the Plan.

7.3 Permitted Uses and Disclosures of Summary Health Information

The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

"Summary Health Information" means information (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and (b) from which the information described at 42 CFR §164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

7.4 Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administration Purposes

Unless otherwise permitted by law, the Plan may disclose a Covered Individual's Protected Health Information to the Employer, provided that the Employer will use or disclose such Protected Health Information only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing (including appeals), auditing, and monitoring. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions. Any disclosure to and use by Employer of a Covered Individual's Protected Health Information will be subject to and consistent with the provisions of this Article VII (including, but not limited to, the restrictions on the Employer's use and disclosure described in Section 7.5) and the specifications and requirements of the administrative simplification provisions of HIPAA and its implementing regulations at 45 CFR Parts 160-164.

7.5 Restrictions on Employer's Use and Disclosure of Protected Health Information

(a) Employer will neither use nor further disclose a Covered Individual's Protected Health Information, except as permitted or required by the Plan document, or as required by law.

(b) Employer will ensure that any agent, including any subcontractor, to which it provides a Covered Individual's Protected Health Information or Electronic Protected Health Information received from the Plan, agrees to the restrictions, conditions, and security measures of the Plan document that apply to Employer with respect to the Protected Health Information or Electronic Protected Health Information, respectively.

(c) Employer will not use or disclose a Covered Individual's Protected Health Information for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of Employer.

(d) Employer will report to the Plan any use or disclosure of a Covered Individual's Protected Health Information that is inconsistent with the uses and disclosures allowed under the Plan document promptly upon learning of such inconsistent use or disclosure.

(e) Employer will make Protected Health Information available to the Plan or to the Covered Individual who is the subject of the information in accordance with 45 CFR §164.524.

(f) Employer will make a Covered Individual's Protected Health Information available for amendment, and will on notice amend a Covered Individual's Protected Health Information, in accordance with 45 CFR §164.526.

(g) Employer will track disclosures it may make of a Covered Individual's Protected Health Information that are accountable under 45 CFR §164.528 so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with 45 CFR §164.528.

(h) Employer will make its internal practices, books, and records relating to its use and disclosure of a Covered Individual's Protected Health Information available to the Plan and to the U.S. Department of Health and Human Services to determine compliance with the HIPAA Privacy Rule at 45 CFR Part 164, Subpart E.

(i) Employer will, if feasible, return or destroy (and cause its subcontractors and agents to, if feasible, return or destroy) all Protected Health Information of a Covered Individual, in whatever form or medium, received from the Plan or any health insurance issuer or business associate servicing the Plan, including all copies thereof and all data, compilations, or other works derived therefrom that allow identification of any Covered Individual who is the subject of the Protected Health Information, when the Covered Individual's Protected Health Information is no longer needed for the plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all such Protected Health Information, Employer will limit (and will cause its subcontractors and agents to limit) the use or disclosure of any Covered Individual's Protected Health Information that cannot feasibly be returned or destroyed to those purposes that make the return or destruction of the information infeasible.

(j) Employer will ensure that the adequate separation between Plan and Employer (i.e., the "firewall"), required in 45 CFR §164.504(f)(2)(iii), is satisfied.

7.6 Adequate Separation Between Employer and the Plan

(a) Only the following employees or classes of employees or other workforce members under the control of Employer may be given access to a Covered Individual's Protected Health Information or Electronic Protected Health Information received from the Plan or a business associate servicing the Plan:

- Privacy Official;
- Employees in the Employer's Human Resources Department;
- Employees in the Employer's Office of General Counsel; and
- Any other class of employees designated in writing by the Privacy Official.

(b) The employees, classes of employees, or other workforce members identified in Section 7.6(a) will have access to a Covered Individual's Protected Health Information or Electronic Protected Health Information only to perform the plan administration functions that Employer provides for the Plan, as specified in Section 7.4.

(c) The employees, classes of employees, or other workforce members identified in Section 7.6(a) will be subject to disciplinary action and sanctions pursuant to the Employer's employee discipline

and termination procedures, for any use or disclosure of a Covered Individual's Protected Health Information or Electronic Protected Health Information in breach or violation of or noncompliance with the provisions of this Article VII.

7.7 Security Measures for Electronic Protected Health Information

The Employer will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of a Covered Individual's Electronic Protected Health Information that the Employer creates, receives, maintains, or transmits on the Plan's behalf.

7.8 Notification of Security Incident

The Employer will report to the Plan any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in the Employer's information systems, of which the Employer becomes aware.

ARTICLE VIII. Appeals Procedure

8.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, claims shall be administered in accordance with the claims procedure set forth in the SPD. An internal and external review process shall be provided as legally required and as further set forth in the SPD.

ARTICLE IX. Recordkeeping and Administration

9.1 Administrator

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

9.2 Powers of the Administrator

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of Benefits under this Plan;
- (b) to prescribe procedures to be followed and the forms to be used by Participants to enroll in and submit claims pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the Benefits under this Plan in such manner as the Administrator determines to be appropriate;
- (d) to request and receive from all Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;

(f) to receive, review, and keep on file such reports and information concerning the Benefits covered by this Plan as the Administrator determines from time to time to be necessary and proper;

(g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;

(h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;

(i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

(j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

9.3 Reliance on Participant, Tables, etc.

The Administrator may rely upon the information submitted by a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Administrator.

9.4 Provision for Third-Party Plan Service Providers

The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

9.5 Fiduciary Liability

To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for the Administrator's own willful misconduct or willful breach of this Plan.

9.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Administrator who is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of the Administrator's duties shall be paid by the Employer.

9.7 Bonding

The Administrator shall be bonded to the extent required by ERISA.

9.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan; and (b) to replace any of such insurance companies or contracts.

9.9 Inability to Locate Payee

If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

9.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Eligible Retiree, or the allocations made to the HRA Account of any Participant, or the amount of Benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code §105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE X. General Provisions

10.1 Expenses

All reasonable expenses incurred in administering the Plan are currently paid by the Employer.

10.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be (or have been) employed at the will of the Employer.

10.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Employer's Board of Trustees or by any person or persons authorized by the Board of Trustees to take such action, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

10.4 Governing Law

This Plan shall be construed, administered and enforced according to the laws of the State of Oklahoma, to the extent not superseded by the Code, ERISA or any other federal law.

10.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code and ERISA, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

10.6 No Guarantee of Tax Consequences

The Employer makes no commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

10.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

10.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant’s creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

10.9 Headings

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

10.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

10.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plumbers and Pipefitters Local Union 344 Health Reimbursement Arrangement Plan, the Joint Board of Trustees of the Plumbers and Pipefitters Local Union 344 has caused this Plan to be executed in its name and on its behalf, on this ____ day of December, 2023.

**PLUMBERS AND PIPEFITTERS
LOCAL 344 CONTRACTOR TRUSTEES**

**PLUMBERS AND PIPEFITTERS
LOCAL 344 UNION TRUSTEES**

By: _____

By: _____

Name: _____

Name: _____

By: _____

By: _____

Name: _____

Name: _____

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Name: _____

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