

**TEAMSTERS MULTI-BENEFIT TRUST**  
**TRANSPORTATION INDUSTRY PROGRAM (TIP)**  
**SUMMARY PLAN DESCRIPTION**

EFFECTIVE  
JANUARY 1, 2020



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## A Message to All Participants

We are pleased to welcome you as a participant in the Teamsters Multi-Benefit Trust (“Trust”). This booklet, together with the evidence of coverage booklets prepared by each of the insurance providers describes the benefits available to you through the Trust’s Teamster Transportation Industry Program (“Plan”), and is intended to serve as your Summary Plan Description (“SPD”) required by the Employee Retirement Income Security Act of 1974 (“ERISA”). This booklet includes important information to help you understand and appropriately access your benefits. The information in this booklet is effective January 1, 2020 and supersedes and replaces all information previously provided to you.

This booklet describes various benefit options. You must consult the terms of your Collective Bargaining Agreement to determine which of these benefits is available to you and to your Dependents. **You may not be eligible for all benefits described in this SPD.** Your eligibility is determined by the terms of your Collective Bargaining Agreement and the rules of the Trust.

Depending upon the terms of the Collective Bargaining Agreement between your Employer and your Union, the following benefit programs are provided for you and your eligible Dependents:

- Medical, Hospital and Prescription Drug Plans
- Mental Health and Chemical Dependency Plan
- Dental Plan
- Vision Plan
- Chiropractic/Acupuncture Coverage
- Employee Assistance Program (EAP)/Legal Benefit

Please see page 30 of this booklet under the section entitled “Insurers and Providers of Services to the Trust and Benefit Summaries” for the contact information for each of the organizations providing benefits. This booklet should be read in conjunction with the Evidence of Coverage documents which contain full details for each of the coverages provided through contracts of insurance to you and to your Dependents. The terms of these legal documents will control all questions concerning any subject matter covered in this booklet.

Vision, Employee Assistance, Pre-paid Legal, Chiropractic and Acupuncture benefits are paid directly from the assets of the Trust. These benefits are detailed in attachments A-C to this booklet.

The Trust also provides death and accidental death and dismemberment benefits to you and your eligible Dependents. These benefits are self-funded. This means that benefits are paid directly from the assets of the Trust. A description of these benefits is contained in a separate Death and Accidental Death Benefit Plan SPD which is included with your enrollment packet if your Collective Bargaining Agreement provides for these benefits. A copy of the Death and Accidental Death Benefit Plan SPD may also be obtained by contacting Benefit Programs Administration at the number listed below.

The Joint Board of Trustees listed on page 3 of this booklet is the Plan Administrator. The Board has contracted with Benefit Programs Administration (“BPA”) to perform routine administration

for the Plan as a third-party administrator. BPA is responsible for the operation of the Trust Administrative Office which is sometimes referred to as the Fund Office or Trust Administrative Office or simply the Trust office. If you have any questions regarding any of the benefit programs or administration of Plan that are not fully answered by this booklet and the Evidence of Coverage booklet for each provider, please contact BPA at the numbers and address listed below or contact the specific provider whose contact information is listed on pages 30-31 of this booklet:

Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017-1906  
Telephone: (888) 410-1756 or (562) 463-5040  
Fax No. (562) 463-5894

**Please note, information and answers given over the phone or orally in person are not binding upon the Board of Trustees or the providers and insurers listed in this booklet and cannot be relied upon in any dispute concerning your benefits.**

IT IS IMPORTANT that you inform the Trust Administrative Office promptly of any change in your name or your address, so you will receive timely notice of any Plan changes and other information required by law. If you marry, divorce, legally separate, acquire a new dependent, change a beneficiary, enter military service, terminate employment, or become disabled, or if a Dependent no longer qualifies as a Dependent under the Plan, be sure to contact the Trust Office to find out how these events may affect your right or your Dependents' rights to benefits.

The Board of Trustees reserves the right to amend the type of benefits provided by the Plan and the Plan's eligibility rules. From time to time the Board of Trustees may find it necessary to change the provisions of the Plan or Plan's providers. If this occurs, you will be advised of any changes. If there are major amendments to the Plan you will receive updated information which should be kept as part of this booklet.

Benefits are not vested. The Trustees have full authority to modify, limit or terminate health benefits at any time as they deem appropriate. Benefits shall be provided only so long as there are assets available for payment.

## **Board of Trustees**

# Summary Plan Description

## General Information About the Plan

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**TRUST ADMINISTRATIVE OFFICE**  
**TEAMSTERS MULTI-BENEFIT TRUST**  
Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017-1906  
(888) 410-1756; (562) 463-5040

Office Hours: Monday through Friday, excluding  
holidays 8:30 a.m. to 4:30 p.m.

**CONSULTANTS AND ACTUARIES**  
**RAEL and LETSON**  
35 North Lake Avenue, Suite 900  
Pasadena, California 91101  
(626) 432-7323

**LEGAL COUNSEL**  
**WOHLNER KAPLON CUTLER**  
**HALFORD & ROSENFELD**  
16501 Ventura Boulevard, Suite 304  
Encino, California 91436  
(818) 501-8030

**AUDITORS**  
**HENNINGFIELD & ASSOCIATES, INC.**  
Certified Public Accountants  
27913 Smyth Drive  
Valencia, California 91355-4034

### **BOARD OF TRUSTEES**

#### **LABOR TRUSTEES**

**Rick Middleton, Chairman**  
**Lourdes Garcia**

#### **MANAGEMENT TRUSTEES**

**Tom Secrest**  
**Elizabeth Sanchez**



## **Employee Eligibility and Participation Requirements**

### **Am I Required to Enroll in the Plan?**

All eligible Employees must complete an application form which is available from the Trust Office to enroll themselves and/or their eligible Dependents in the Plan. If you are a new Employee, you must enroll within certain time periods after being hired. Otherwise, enrollment is generally limited to the annual open enrollment period which occurs on the anniversary date of your Employer's participation in the Plan.

Neither you nor your Dependents will have coverage until you have submitted a completed enrollment application to the Trust Office, and have been notified that your enrollment is complete and your participation has been approved, or you have been enrolled pursuant to the Plan's Initial Default Enrollment Policy described on page 7 of this booklet. If you are a new Employee, you must enroll within 60 days from the date you become eligible. Once you are enrolled, you won't be able to change your enrollment until the next annual open enrollment period that occurs on the anniversary date of your Employer's participation in the Plan. If you have questions regarding enrollment, you may contact each provider directly at the number listed on pages 30-31 of this booklet under the section entitled "Insurers and Providers of Service to the Trust" or contact Benefit Programs Administration at (888) 410-1756 or (562) 463-5040.

When you select a medical or dental plan you must also complete the appropriate HMO enrollment form, which is supplied by your Employer or which can be obtained from the Trust Office. If you timely enroll, coverage will become effective as of the date you become eligible for benefits under the Plan.

### **Who is Eligible for Benefits?**

You are eligible to participate in the Teamster Transportation Program ("Plan") if you are an Employee of an Employer who is required to make a contribution on your behalf to the Teamsters Multi-Benefit Trust pursuant to a Collective Bargaining Agreement between your Employer and any Union participating in the Trust. Your dependents who meet the definition of Dependent under the Plan may also be eligible to participate in the Plan.

There may be a waiting period described in your Collective Bargaining Agreement before contributions are required to be made on your behalf to the Trust. This may delay your eligibility for benefits because the hours worked during the waiting period do not count in establishing eligibility for benefits. Effective January 1, 2014, this waiting period cannot be more than 90 days from the date you are first employed, assuming you have met all other eligibility requirements specified in your Collective Bargaining Agreement.

*For Example*, if your Collective Bargaining Agreement states that your Employer is obligated to pay contributions on your behalf as of the first day of the month following the completion of 60 days of continuous employment, this sixty-day period is a waiting period during which you are not eligible for benefits. You will be eligible for benefits on the first day of the month for which an employer contribution is payable on your behalf after the sixty-day waiting period.

### **What If I am an Employee of New Participating Employer?**

If you are an Employee working in covered employment on the date a newly Participating Employer first becomes obligated to contribute to this Trust, you will become eligible for benefits on the effective date of the coverage for the Employer's Employees. *For Example*, you are working for the Employer on May 31, and your Employer enters into a Collective Bargaining Agreement with the Union effective June 1. Your coverage will begin on June 1, so long as the required contribution is made to the Trust on your behalf.

### **What If I Go to Work for an Employer Who Is Already Participating in the Trust?**

If you are a newly hired Employee who goes to work for an Employer who already participates in the Trust, and who is required to contribute on your behalf, you will be covered on the first day of the month following the month in which the first contribution is received by the Trust on your behalf. Please refer to your Collective Bargaining Agreement to determine whether there are eligibility requirements such as a waiting period which must be satisfied before your Employer is required to contribute to the Trust on your behalf.

Please refer to the Evidence of Coverage booklet issued by the organizations listed on pages 30-31 of this booklet for additional information regarding eligibility for benefits and circumstances that may affect your benefits.

### **What If I Go to Work for a Participating Employer and I Was Covered Under Another Teamster Plan?**

If you are employed by an Employer who participates in the Trust after you terminate covered employment under any other trust fund plan covering members of the International Brotherhood of Teamsters, you will become eligible on the first day of the month following the termination of your coverage under the other Teamster plan, so long as your covered employment begins within thirty days from the date of termination of your previous employment and your new Employer is obligated to make the first contribution on your behalf no later than the first day of the month following thirty days of your employment.

### **When Do I Become Eligible for Death and Accidental Death and Dismemberment Benefits, Prepaid Legal and Employee Assistance Benefits?**

If your Collective Bargaining Agreement provides for contributions on your behalf for death and accidental death and dismemberment, prepaid legal and/or employee assistance benefits, you will be eligible on the first day of the month in which the first contribution is received by the Trust from your Employer for these benefits.

### **Continuing Eligibility**

Once you become eligible for benefits, you will remain eligible so long as you continue to satisfy the eligibility rules required to maintain coverage as provided in your Collective Bargaining Agreement. Please refer to your Collective Bargaining Agreement to determine these eligibility rules or contact the Trust Administrative Office. Generally, this means that once you become eligible for benefits you will remain eligible so long as you are employed by a participating Employer and your Employer pays the required contribution on your behalf to the Trust.

## **When Does My Eligibility for Benefits End?**

Your eligibility for benefits ends on the earliest of the following dates:

- The first day of the month for which a required contribution is not made on your behalf by your Employer.
- The date your Employer is no longer obligated under the terms of a Collective Bargaining Agreement under which you are employed to contribute to the Trust.
- The date the Plan terminates, or the last day of the month in which your employment terminates.
- The date on which you enter full-time military service in the Uniformed Services of the United States which exceeds 31 days.

## **When Do I Become Eligible for Benefits if My Coverage Previously Terminated Because of A Disability?**

If you return to Covered Employment after your coverage previously terminated due to Disability and you return to work after one calendar month but within one year, you will become eligible for benefits on the first day of the month next following your return.

If you return to Covered Employment after one calendar year from the date on which the Disability commenced, you must reestablish eligibility under the Plan as new Employee.

**Please review the Termination of Coverage provisions contained in Evidence of Coverage booklets for of the organizations providing benefits listed on pages 30-31 of this booklet for a complete description of events which may cause your eligibility for benefits or a particular benefit to terminate.**

## **Can I Waive Participation in the Plan?**

Participation in the Plan can be waived by you as the Employee if your Collective Bargaining Agreement requires an Employee contribution toward the cost of health care coverage or when you already have coverage under another Group Medical Plan, Retiree Plan, or Medi-Cal.

**Coverage under the Plan can only be waived because of your enrollment in Medi-Cal when your Collective Bargaining Agreement requires that you make an Employee premium contribution.**

If you wish to waive coverage you must complete and return to the Trust Office a signed Waiver of Benefits Form verifying that you are waiving coverage for one of the following reasons:

- You are required to make premium contribution through payroll deduction toward the cost of the coverages provided in your Collective Bargaining Agreement.
- You as the Employee are covered by another Group Health Plan not provided through your Collective Bargaining Agreement, or a Retiree Plan.
- Your Spouse is in the same employment covered by the Collective Bargaining Agreement

- Your Spouse or Domestic Partner is in the same employment covered by the Collective Bargaining Agreement and you are waiving coverage to avoid duplication of benefits.

You must provide proof of the other coverage in writing, together with a fully signed Waiver of Benefits Form which can be obtained from the Trust Office. The signed Waiver of Benefits Form must be submitted to the Trust Office within thirty days of your employment. Upon termination of your other coverage you must enroll in the Plan as provided in your Collective Bargaining Agreement.

Once you have elected to waive participation in the Plan you may not enroll in coverage under the Plan until your Employer's annual open enrollment period; however, if you have waived coverage because you are enrolled in other group health coverage, you must enroll in the Plan provided by your Collective Bargaining Agreement within 30 days of the date of termination of the other coverage.

*Please note, participation in the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan cannot be waived if the benefit is provided in your Collective Bargaining Agreement.*

## **Initial Default Enrollment Policy**

### **What Happens if I Fail to Enroll in the Plan or Fail to Return the Waiver of Benefits?**

If you fail to enroll in the Plan, as required, or have not completed and returned a Waiver of Benefits Form within thirty (30) days from the date of your initial eligibility for benefits you will automatically be enrolled for "Employee Only" coverage in the lowest cost medical plan provided by the Trust.

You will have an additional sixty-day period from the date of your default enrollment to enroll in another medical plan, if any, offered pursuant to your Collective Bargaining Agreement and/or to add Dependents. The effective date of the coverage you select during this period will be the first day of the month following receipt of a completed Enrollment Form, and any other documents required by the Trust to complete your enrollment. Any change in your medical plan and/or addition of Dependents will not be applied retroactively. If you do not enroll in a medical plan offered under your Collective Bargaining Agreement and/or fail to add Dependents to your coverage within ninety (90) days of the date you are initially eligible for coverage, you must wait until the next Open Enrollment opportunity to select a medical plan other than the lowest cost plan/or to add Dependents to your coverage. Please note, you may have a special right to enroll your Dependents under HIPAA which is separate from this initial enrollment opportunity. A copy of the Trust's Initial Enrollment Policy and Waiver of Benefits Forms are included with your enrollment packet. Copies can also be obtained without charge by contacting Trust Office at (888) 410-1756 or (562) 463-5040.

## **Dependent Eligibility and Participation Requirements**

## **How Do My Dependents Become Eligible for Benefits?**

Your Dependents who meet the definition of “Dependent” under the Plan become eligible for benefits on the date you become eligible. Please refer to the section entitled “Definitions” at pages 34-38 for complete description. Eligible Dependents will be covered under the same medical, dental and vision programs that you select.

## **Who Are My Eligible Dependents?**

Your eligible Dependents are:

- Your Legal Spouse
- Your Registered same-sex Domestic Partner or your Registered opposite sex Domestic Partner where one or more of the Domestic Partners is over age 62, who have provided the Trust with a Declaration of Domestic Partnership filed with the California Secretary of State or an equivalent document issued by another jurisdiction.
- Domestic Partners who are not Registered Domestic Partners, but who otherwise meet the he Plan’s definition of Domestic Partner and who sign an Affidavit of Domestic Partnership before a notary public under penalty of perjury and provide the required evidence of Domestic Partnership to the Trust Administrative Office.

Your natural born children, stepchildren, children of your Domestic Partner, legally adopted children or children placed for adoption, who are less than 26 years of age. Children for whom you, your Spouse or Domestic Partner are the court appointed Legal Guardian are not Dependents. Children who are enrolled in the Plan as of November 12, 2013, based upon an Order of Guardianship, will remain eligible for coverage under the Plan until such time as their coverage would otherwise terminate under the Plan.

Your unmarried children, regardless of age, who are financially dependent upon you for support and who are incapable of self-support because of mental or physical incapacities which existed prior to reaching age 19. Proof of incapacity must be presented to the Trust Administrative Office within 30 days of the date coverage would otherwise end due to age, and thereafter, periodically at the request of the Board of Trustees.

## **When Can I Enroll a Newly Acquired Dependent?**

If you acquire a new Dependent because of marriage, domestic partnership, birth, adoption or placement for adoption, you may be able to enroll yourself and your Dependents. However, you must request enrollment within 30 days after the marriage, Registration of Domestic Partnership, birth, adoption or placement for adoption. For Domestic Partners who do not qualify for registration, and submit an Affidavit of Domestic Partnership, enrollment is limited to the initial eligibility enrollment period or the annual open enrollment period.

To request special enrollment or obtain more information, contact the Trust Administrative Office

Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017-1906

Telephone: (888) 410-1756 or (562) 463-5040  
Fax. No. (562) 463-5894

For those persons who have a special enrollment right but fail to exercise that right within the required time period, they may enroll the Dependent by completing the enrollment form and providing the required documentation (i.e. marriage certificate, birth certificate, etc.) Coverage will commence the first day of the month following approval of the enrollment by the Plan Administrator.

### **Who Is Not an Eligible Dependent under the Plan?**

- A Dependent who is serving in the Uniformed Services of the United States is not eligible as Dependent under this Plan.
- An Employee's Spouse shall cease to be a Dependent under this Plan on the date set forth for termination of marriage in the Judgment of Dissolution or Nullity.
- An Employee's Domestic Partner shall cease to be a Dependent under this Plan on the date of termination of the Domestic Partnership.

### **When Will Eligibility for My Dependents End?**

- The date the Employee's eligibility terminates for any reason;
- The date he or she no longer meets the definition of Dependent under the Plan;
- The date the Plan terminates or no longer provides coverage for Dependents of active Employees.

Eligibility ends for:

- Legal Spouse, the date of entry of a decree of dissolution or legal separation;
- Registered Domestic Partner at the end of the sixth month after a Notice of Termination of Domestic Partnership is filed with the California Secretary of State or the date of entry of a judgment that dissolves, nullifies or legally separates the Domestic Partnership;
- For a non-Registered Domestic Partnership the date on which the Domestic Partnership ends. You or your former Domestic Partner must immediately notify the Plan in writing of the end of your Domestic Partnership and execute the Plan's Affidavit of Termination of Domestic Partnership.
- The date your Dependent enters full-time military service.

**Please review Termination of Coverage provisions contained in Evidence of Coverage booklets for each of the organizations providing benefits listed at pages 30-31 of this booklet for a complete description of events which may lead to termination of coverage for your Dependents.**

When a Dependent's eligibility terminates, the Dependent may have the right to elect COBRA coverage under the Trust. See the section entitled "Continuation Coverage under COBRA."

## **Qualified Medical Child Support Orders**

The Plan provides benefits in accordance with ERISA section 609(a) for any Dependent added to the Plan under a qualified medical child support order (QMCSO). A QMCSO is a court order requiring the Plan to provide health coverage for a child of a Participant. A copy of the Plan's procedures for determining whether an order qualifies as a QMCSO is available, without charge, to Participants and beneficiaries and may be obtained by contacting the Trust Office at the numbers listed on page 3 of this booklet.

## **Special Enrollment Rights**

### **Special Enrollment –Health Information Portability and Accountability Act of 1996**

If you are declining enrollment for yourself or your Dependents (including your Spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your Dependents in this Plan if you or your Dependents lose eligibility for that other coverage (or if your employer stops contributing toward your or your Dependents' other coverage). However, you must request enrollment within 30 days after your or your Dependent's other coverage ends (or after the employer stops contributing toward the other coverage).

### **What if I Have a Newly Acquired Dependent?**

If you have a new Dependent as a result of marriage, birth adoption, or placement for adoption, you may be able to enroll yourself and your Dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact the Trust Administrative Office at (888) 410-1756 or (562) 463-5040 for assistance.

### **Special Enrollment Rights under “SCHIP”**

If you decline enrollment for yourself or your Dependents (including your spouse) because of coverage under a state Medicaid Plan or a State Children Health Insurance Plan “SCHIP,” such as Medi-Cal in California, you may be able to enroll yourself and your Dependents in this Plan if you or your Dependent loses eligibility for that other coverage or if you become eligible for state premium assistance after April 1, 2009. However, you must request this special enrollment within 60 days after your or your Dependent's coverage terminates under the Medicaid Plan or State Plan, or within 60 days after you or your Dependent are determined to be eligible for state premium assistance.

## **Extensions of Coverage During Leaves of Absence**

### **Military Leave - Self-Payment under the Uniformed Services Employment and Re-Employment Rights Act (USERRA)**

Continuation of coverage may be available to you under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA was enacted by Congress to provide protections to individuals who are members of the “Uniformed Services.” “Uniformed Services” is

defined as the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Services, and any other category of persons designated by the President in time of war or national emergency.

If you take a military leave for 30 Days or less, you will continue to receive benefits for up to 30 days. If you take a military leave for more than 30 days, USERRA permits you to continue coverage for you and your Dependents at your own expense, at a cost of 102% of the cost of coverage for up to 24 months. The maximum period of continuation coverage for health care under USERRA is the lesser of: (1) 24 months (beginning from the date you leave work due to your military leave) or (2) the day after the date you fail to timely apply for or return to a position of employment with an Employer participating in the Plan.

If you make this election, you will be required to submit any required self-payment, which may include administrative costs, to your Employer. If you do not elect to continue your coverage during a period of service in the Uniformed Services of the United States, upon your return to work, your coverage will be reinstated at the same benefit level immediately preceding your service, if you are eligible for reemployment under the criteria established under USERRA.

*Your rights to self-pay under USERRA are governed by the same conditions described in the COBRA section of this booklet at pages 12-19. If you elect continuation coverage under USERRA, the COBRA and USERRA coverage periods will run concurrently.*

For more information regarding your rights under the USERRA, contact the Trust Administrative Office at:

Teamsters Multi-Benefit Trust  
c/o Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017-1906

## **Family and Medical Leave Act**

Your Employer may be required to comply with the Family and Medical Leave Act of 1993 (“FMLA”). FMLA eligible Employees will receive up to 12 weeks of unpaid leave within any rolling 12-month period for the birth or placement of a child for adoption or foster care, to care for your child, Spouse or your parent with a serious health condition, your own serious health condition or Qualifying Exigency Leave, which is leave to handle exigencies related to a family member’s active duty military service or call to active duty.

In addition, qualified employees are entitled to 26 weeks of Covered Service Member Family Leave during a 12-month period to care for a spouse, son, daughter, parent or next of kin who has a serious injury or illness incurred in the line of active duty.

**Requests for FMLA leave must be directed to your Employer. The Trust Administrative Office cannot determine if you qualify for FMLA leave.** If you qualify for leave under the FMLA, your Employer must continue to pay for your health coverage during any approved FMLA leave. You and your eligible Dependents will continue to be covered under this Plan provided you



were eligible when the leave began. Coverage will be continued while you are absent from work on an FMLA leave as if there were no interruption of active employment. Coverage will continue until the earlier of the expiration of the FMLA leave or the date you give notice to your Employer that you do not intend to return to work at the end of the leave.

If you take FMLA leave and you fail to return to work, you may be eligible to continue your coverage by self-payment through COBRA.

## **Continuation Coverage Under COBRA**

COBRA continuation coverage is a temporary extension of coverage under the Plan. The right to COBRA continuation was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If you qualify for COBRA continuation coverage you and your Dependents have the option of continuing health care coverage on a limited basis after coverage would otherwise terminate. You and each of your Dependents should read this entire section carefully so that you understand the options available to you.

If you or your Dependent loses coverage under the Plan as a result of a Qualifying Event described below, coverage may be continued for a limited period under COBRA Continuation Coverage by making monthly payments to the Trust Fund.

### **What Benefits Are Available Under COBRA Continuation Coverage?**

You, your Spouse or your Dependent Children have the option of electing COBRA coverage to continue the benefits provided through the Teamsters Industry Transportation Program described in this booklet and the Evidence of Coverage booklets for each provider. If you choose COBRA continuation Coverage, you will be entitled to the same coverage that you had on the day before the event that caused your coverage under the Plan to end.

### **COBRA Eligibility (COBRA Qualifying Events)**

A life event that causes a loss of coverage is called a “Qualifying Event.” COBRA continuation coverage is available to you if coverage would otherwise end because of the following Qualifying Events:

#### **Qualifying Events for the Employee:**

1. Your hours are reduced so that you are no longer eligible to participate in the Plan;
2. Your employment ends for any reason other than gross misconduct.

#### **Qualifying Events for your Dependent Spouse are:**

1. the Employee’s death;
2. the Employee’s hours of employment are reduced;
3. the Employee’s becoming qualified for Medicare (Part A, Part B or both);
4. Employee’s employment ends for any reason other than the Employee’s gross misconduct; or
5. Divorce or legal separation from the Employee.

#### **Qualifying Events for your Dependent Child are:**

1. parent-employee dies;

2. parent-employee's hours of employment are reduced;
3. The Employee's becoming entitled to Medicare (Part A, Part B or both)
4. Parent-employee's employment ends for any reason other than his or her gross misconduct;
5. Parent divorces or legally separates;
6. or your child ceases being eligible for coverage under the Plan as a "Dependent child."

### **Who Is Eligible for COBRA Continuation Coverage?**

COBRA continuation coverage must be offered to each person who is a "Qualified Beneficiary." A Qualified Beneficiary is someone who will lose coverage under the Plan because of a "Qualifying Event." Depending on the type of qualifying event, Employees and their spouses or Dependent children may be Qualified Beneficiaries described above. Under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

In the event the Trust Office receives timely notice of a Qualifying Event, but the individual is not entitled to COBRA continuation coverage, the Administrator will advise the individual of the unavailability of COBRA coverage and the reason or reasons why coverage is unavailable within 14 days of receipt of notice. It is your responsibility to keep the Trust Administrative Office informed of your correct mailing address in order to prevent any delay in communications regarding Your COBRA continuation coverage.

### **Who Can Elect COBRA Coverage?**

If there has been a Qualifying Event, you, your Spouse or Your Dependent Child can individually elect to continue benefits under COBRA, as provided in this section. If you elect to continue coverage under COBRA, coverage benefits will automatically be extended to all other eligible Qualified Beneficiaries in the family who lost coverage as a result of the same Qualifying Event.

### **How Do I Obtain COBRA Continuation Coverage?**

BPA administers the COBRA Continuation Coverage for the Plan. Your Employer has the responsibility for notifying BPA within 30 days of the Qualifying Event or loss of coverage, whichever is later, if the Qualifying Event is your death, reduction of your hours, termination of employment or your entitlement to Medicare.

You as the Employee, your Spouse, your Dependent Children or any representative acting on behalf of you or your Dependent(s), have the responsibility of informing the Trust Office of a divorce, legal separation, or of a child losing Dependent status in writing within the 60 - day period following the Qualifying Event, or the date coverage terminates, whichever is later.

***If you do not provide written notice to Benefit Programs Administration of the Qualifying Event within the 60-day period after the Qualifying Event, you and your Dependents will lose the right to continue your coverage through self-payments under COBRA.***

***Notice should be sent to***

Teamsters Multi-Benefit Trust –  
Teamster Transportation Industry Program

c/o Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, CA 90017- 1906

*Please contact BPA regarding the required information for the written notice.*

The Trust Administrative Office will promptly send you, your Spouse, and/or your Dependent children notice of the date on which coverage ends, together with the information and forms which must be submitted to the Trust Administrative Office to elect COBRA coverage. The information from the Trust Administrative Office will describe the Plan's procedures for electing COBRA and will indicate the cost of coverage, if elected.

COBRA continuation coverage will be offered each eligible Qualified Beneficiary. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. For example, your Spouse may elect coverage even if you do not, you may elect COBRA continuation coverage on behalf of your Spouse and Dependents, and parents may elect COBRA continuation coverage on behalf of any Dependent child who is a Qualified Beneficiary.

### **Is There a Time Limit for Applying for COBRA Continuation Coverage?**

You, your Spouse, and/or your Dependent(s) will have only 60 days from the date you lose coverage or the date of the election notice sent by the Trust Administrative Office, whichever is later, to apply for COBRA coverage. *If you, your Spouse and/or Dependent do not elect COBRA coverage within this 60-day period, you and/or their right to continue coverage under COBRA will be lost and neither you, your Spouse and/or your Dependents will have any group coverage through the Plan after the date specified in the notice from the Trust Office that coverage ends.*

### **What is the Cost of COBRA Continuation Coverage?**

Your cost for COBRA Continuation Coverage is calculated in accordance with Federal law. You may be charged 102% of the cost of coverage as allowed by federal legislation. COBRA rates will be increased during the 19<sup>th</sup> month through 29<sup>th</sup> month of continuation coverage for disabled employees with a Social Security Disability determination as permitted by Federal legislation. You and your Dependents may be charged up to 150% of the cost of coverage during this additional period as allowed by federal legislation.

### **When Do COBRA Coverage and Self-Payments Begin?**

Although you have up to 60 days to make an election, COBRA coverage must begin the first day of the month in which full coverage would otherwise terminate. Payment of the first contribution must be received by the Trust Administrative Office within 45 days of the date that the Trust Office receives notification from a Qualified Beneficiary that the Qualified Beneficiary chooses COBRA Continuation Coverage. If a Qualified Beneficiary waits until the end of the election and the payment period, payment for each full month which has passed since the date the Plan coverage terminated must be included with the first payment. Subsequent payments will be due the first day of each month. If payment is not received within 30 days of the due date, COBRA Coverage will be terminated and all rights to continue coverage will cease.

## **For How Long Will COBRA Coverage Continue?**

COBRA Continuation Coverage can continue for up to 18, 29 or 36 months depending on the COBRA Qualifying Event.

### **18 Months – (You and Your Dependents)**

If you lose coverage as a result of (1) a reduction in work hours or leave of absence (other than approved FMLA leave); (2) work stoppage; (3) termination of employment through resignation, layoff, discharge, or retirement, you can choose continuation coverage for up to 18 months; however, if your employment ends due to gross misconduct, you will not qualify for COBRA continuation coverage.

### **29 Months – (You and Your Dependents)**

COBRA Continuation Coverage continues for an additional 11 months (up to a total of 29 months) if within the first 60 days of COBRA coverage you or an eligible Dependent is or becomes permanently disabled (as determined by the Social Security Administration). In this event, you or your Dependent must notify the Trust Office of the Social Security determination no later than 60 days after it is received and before the end of the initial 18-month COBRA continuation period to be eligible for this COBRA extension.

### **36 Months – (Your Dependents only)**

COBRA Continuation Coverage continues for up to 36 months for your Dependents (spouse and Dependent children) from the date any of the following COBRA Qualifying Events occurs: 1) your death; 2) your divorce or legal separation; 3) your becoming entitled to Medicare; 4) your Dependent ceases to be a Dependent under the terms of the Plan.

If a Spouse or Dependent Child becomes eligible for and chooses COBRA coverage due to the Employee's reduction of hours or termination of employment, and thereafter experiences a second Qualifying Event (such as the death of the Employee, divorce, or the Employee's entitlement to Medicare), a Spouse or Dependent child may continue COBRA coverage for up to 36 months from the original eligibility date.

If you lose coverage under the Plan due to the termination of your employment or the reduction in your hours within 18 months after becoming entitled to Medicare benefits, your Spouse and Dependents may continue COBRA coverage for up to 36 months from the date of your Medicare entitlement.

*For Example,* if you become entitled to Medicare 8 months before the date on which your employment terminates, COBRA continuation coverage for your Spouse and Dependent children can continue up to 36 months after the date of Medicare entitlement, which in this example is 28 months after the date of the Qualifying Event (36 months less 8 months).

**If you elect continuation coverage any extension of coverage under COBRA and, if available under USERRA (see page 11) will run concurrently.**

## **Can COBRA Coverage Be Extended Because of Disability?**

If you, your Spouse or Dependent are entitled to the COBRA Continuation Coverage for the 18-

month period, that period can be extended for the person who is determined to be entitled to Social Security Disability Income benefits, and/or any other covered family members for up to 11 additional months so long as all the following conditions are met:

1. You are entitled to 18 months of COBRA Continuation of Coverage;
2. You are determined to be disabled under the terms of the Social Security Act as of the date of the original Qualifying Event or become disabled anytime during the first 60 days of COBRA Continuation Coverage; and
3. You report the disability determination to the Administrative Office within 60 days of the date you received the Social Security disability determination or within 60 days of the date you received this Summary Plan Description, whichever is later, and prior to the end of the 18-month continuation period. You Must Provide a Copy of Your Social Security Disability Determination to qualify for this additional period of coverage, you must provide the Trust Administrative Office with written notice of the disability determination within the 60-day period. The written notice must be accompanied with a photocopy of the entire Social Security Administration determination. If you do not submit written notice to the Administrator within the 60-day period, you will not be eligible for this extension under COBRA.

### **When Does an Extension of COBRA Coverage Due to Disability Terminate?**

The extension of COBRA Continuation Coverage up to 29 months will end the earlier of:

1. The last day of the month during which the Social Security Administration has determined that you and /or your Dependent is no longer disabled.
2. The end of the 29-month period after the Qualifying Event.
3. The date the disabled individual first becomes entitled to Medicare after electing COBRA.

If at a subsequent date, the Social Security Administration determines that you are no longer disabled, you must provide the Trust Office with written notice of the Social Security Administration's final determination that you are no longer disabled within 30 days of the final determination or within 30 days of the date you received this Summary Plan Description, whichever is later. This written notice must be addressed to Benefit Programs Administration at the address listed on page 3 of this booklet. The Notice must contain the following information: Plan name, the Employer's name, the names and social security numbers of the Employee and Dependents and the date the Social Security Administration determined that the individual is no longer disabled. The written notice must be accompanied with a photocopy of the entire Social Security Administration determination and submitted to the Trust Administrative Office.

### **What Happens in Cases Where There Are Multiple Qualifying Events?**

If you lose coverage because your employment terminates or your hours are reduced, within 18 months after becoming entitled to Medicare, your Spouse and eligible Dependents may continue coverage for up to 36 months from the date of your Medicare entitlement.

If you die, divorce or legally separate or become entitled to Medicare, or if your Dependent child ceases to be a Dependent under this Plan during the 18-month period of COBRA coverage, your family has experienced a second Qualifying Event which may allow them to continue COBRA coverage for up to a maximum of 36 months from the date of the first Qualifying Event. To be eligible for this extension of coverage under COBRA either you, your Spouse and/or Dependent or any representative acting on their behalf must provide written notice to the Trust Administrative Office listed on page 3 of this booklet of the second Qualifying Event within 60 days after the date of the second Qualifying Event.

A second Qualifying Event for purposes of extending COBRA coverage only qualifies as such if it would have caused the Dependent to lose coverage under the Plan in the absence of the first Qualifying Event.

**Can COBRA Coverage End Early? (Before the 18, 29, or 36-month periods)** Even though you may have elected COBRA Continuation Coverage and have been advised that it is available for a certain period, your coverage may be terminated if any of the following happens:

1. The first day of the month for which a timely payment is not received by the Trust Office;
2. The day on which this Plan is terminated;
3. The first date, after the date of the COBRA election on which either you or your eligible Dependent(s) first become covered by another group health plan (including a retiree health plan), and that Plan does not contain any legally applicable exclusion or limitation with respect to pre-existing conditions that the Qualified Beneficiary may have. If such a limitation or exclusion for such pre-existing condition exists, coverage will not terminate until the date the condition is covered under the new plan, or the maximum time allowed under COBRA has been reached, whichever occurs first;
4. The first date, after the date of the COBRA election, on which you or your eligible Dependent(s) (the Qualified Beneficiary) first become entitled to Medicare benefits under Title XVIII of the Social Security Act;
5. The date the Employee's Employer stops making contributions to the Plan on behalf of its active employees, and provides alternative coverage to those employees under another plan; or
6. You or your Dependents have continued coverage for additional months due to a disability, and there has been a final determination by Social Security that you or your Dependents are no longer disabled. In this case, coverage ends on the first of the month that begins more than 30 days after the Social Security Administration makes a final determination that you or your Dependent are no longer disabled or at the end of the applicable 18-month maximum coverage period described above, whichever occurs last.

### **Will I Receive Notice of the Early Termination of COBRA Continuation Coverage?**

In the event COBRA coverage will terminate before the end of the maximum coverage period, the

Trust Office, as soon as practicable after a determination that coverage will terminate, will give notice to each Qualified Beneficiary of the reason or reasons for the early termination of coverage, the date of termination of coverage, and any rights to alternate group or individual coverage which may be available to the Qualified Beneficiary.

## **When Does COBRA Coverage End?**

COBRA continuation coverage will automatically terminate upon the earlier of the following:

1. The occurrence of any of the events described above; or
2. At the end of the last day of the maximum coverage period (18, 29, 36 months) applicable to the Qualified Beneficiary under COBRA.

## **What if I Acquire a New Dependent while I am Receiving COBRA Continuation Coverage**

If you acquire a new Dependent through marriage, birth, adoption or placement for adoption while your coverage has been extended because you are self-paying for COBRA Continuation Coverage, you may add the Dependent to your coverage for the balance of your COBRA coverage period.

*For Example*, if you have a baby three months prior to the end of your COBRA coverage period, you may enroll the new baby for the last three months of your COBRA coverage period.

If new Dependents are acquired through marriage, birth, or placement for adoption after COBRA Continuation of Coverage has begun, they may be added by contacting BPA at the address and telephone number listed on page 3 of this booklet. Newborn and adopted children or children placed for adoption may have separate COBRA rights.

**To enroll a new Dependent (newborn, child placed for adoption, etc.) for COBRA coverage, you must notify the Trust Administrative Office within 31 days of acquiring the new Dependent. There may be a change in the COBRA premium as a result of the addition of a new Dependent.**

## **What if My Spouse or Dependent Is Covered under another Plan and Loses Coverage while I am Making Self Payments for COBRA Continuation Coverage?**

If, while you are enrolled in COBRA Continuation Coverage, your Spouse or Dependent child loses coverage under another group health plan, you may enroll the Spouse or Dependent child in this Plan for coverage for the balance of the period of your COBRA Continuation Coverage so long as the following conditions are met:

1. Your Spouse or Dependent child must have been eligible for COBRA Continuation

Coverage at the time of your Qualifying Event, but did not enroll;

2. When COBRA Coverage enrollment under this Plan was offered and declined, the Spouse or Dependent child must have been covered under another group health plan or had other health insurance coverage;
3. The loss of coverage must be due to exhaustion of COBRA continuation coverage under another plan; termination as a result of loss of eligibility for coverage; or the termination of the employer's contributions toward the other coverage; and
4. Loss of eligibility cannot be due to the failure of your Spouse to pay premiums on a timely basis or termination of coverage for cause.

**To add a Spouse or Dependent child after loss of other coverage, they must be enrolled no later than 30 days after the termination of the other coverage. Adding a Spouse or Dependent child may result in an increase in the amount paid for COBRA continuation coverage.**

### **What if I Have Questions Regarding Coverage under COBRA?**

If you have any questions regarding COBRA continuation coverage under this Plan or need information regarding notices required to be given, you should contact the Trust Office at the telephone numbers and address listed at page 3 of this booklet.

You may also contact the United States Department of Labor, Employee Benefits Security Administration (EBSA) at the address listed on page 33. The addresses and phone numbers of the Regional and District Offices are also available through the EBSA's website [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **California COBRA Option**

If you have a Qualifying Event that results in less than 36 months of coverage, and you have maintained that coverage for the maximum period of time, you may be eligible to continue your medical benefits for an additional period of time under California COBRA. This coverage is only available to Participants enrolled in an HMO medical plan. You can receive additional information regarding your "Cal-Cobra" rights directly from your HMO plan (See the telephone numbers listed in your Evidence of Coverage booklet.)

## **Medi-Cal Health Insurance Premium Program (HIPP)**

You may qualify for the Health Insurance Premium Payment Program (HIPP) offered by the state of California. Under HIPP, the California Department of Health Services will pay your COBRA premium if you meet all eligibility requirements established by the California Department of Health Services.

To enroll in HIPP, or to find out more information, you may contact the California Department of Health Services' HIPP by e-mail at [HIPP@dhcs.ca.gov](mailto:HIPP@dhcs.ca.gov) or by fax at (916) 440-5676.



## **Notice Regarding Health Insurance Marketplace**

Instead of enrolling in COBRA continuation coverage, there may be other more affordable coverage options for you and your family if you lose coverage under the Plan. As of January 1, 2014, you are able to purchase coverage through the Health Insurance Marketplace through what is called a “special enrollment period”. In the Marketplace you may be eligible for a new kind of tax credit that lowers your monthly premiums right way, and you can see what your premiums, deductibles and out of pocket costs will be before you decide to enroll. As of January 1, 2014, being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit [www.HealthCare.gov](http://www.HealthCare.gov).

Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse’s plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. Information regarding your Insurance Marketplace options is available at:

[http://www.dol.gov/ebsa/publications/dislocated\\_workers\\_brochure.html?advisorid=321990](http://www.dol.gov/ebsa/publications/dislocated_workers_brochure.html?advisorid=321990)

## **Individual Conversion Privilege Option**

Once your continuation coverage under the Plan terminates, you or your Dependents may have the right to convert your medical coverage to conversion coverage as detailed in the Right to Convert Health Insurance provisions in the Evidence of Coverage booklet from your insurance provider which can be obtained free of charge from the Trust Administrator. Generally, you must submit your conversion application to your insurance provider and initial premium within 31 days from your loss of eligibility. The individual plan coverage may not be identical to your current coverage and the monthly cost for the individual policy is determined by the insurance provider.

## **Information Required by the Health Insurance Portability & Accountability Act (HIPAA)**

A federal law called the Health Insurance Portability and Accountability Act, commonly referred to as HIPAA, requires that this Plan furnish you with certain information.

One of the purposes of HIPAA is to help families minimize the impact of pre-existing condition exclusion. A pre-existing exclusion is where a medical plan may not cover certain illnesses until an individual is covered under the Plan for a designated period, typically 12 months.

The health plans offered through the Trust do not contain any pre-existing condition exclusions. When you become eligible for benefits under this Plan all covered benefits become effective on the date you become eligible for benefits. However, each of the medical plans has certain plan limitations and exclusions which are described in the Evidence of Coverage booklets for each insurance carrier listed on pages 30-31 of this booklet.

## **Information Regarding HIPAA Privacy Statement and Notice of Privacy Practices.**

As a participant in the Plan you have certain rights under HIPAA with respect to your health information. HIPAA requires that employee welfare plans such as the Teamster Multi-Benefit Trust – Transportation Industry Program protect the privacy of your personal health information (“PHI”). A complete description of your rights under HIPAA can be found in the Plan’s Notice of Privacy Practices which is included in your enrollment materials. You may also obtain a copy free of charge as required by the HIPAA Privacy Rule issued on December 28, 2000 and modified on August 14, 2002 and February 17, 2010 by contacting the Trust Administrative Office at the numbers listed on page 3 of this booklet.

Please address your request to:

Edward Simon

Teamsters Multi-Benefit Trust

c/o Benefit Programs Administration

1200 Wilshire Blvd., Fifth Floor

Los Angeles, California 90017-1906

For additional information and assistance with respect to your rights as provided by HIPAA you can contact the United States Department of Labor as follows: United States Department of Labor, Employee Benefits Security Administration, 35 N. Lake Ave., Ste. 300, Pasadena, California 91101. Telephone: (626) 229-1000.

## **Summary of Plan Benefits**

This Plan provides medical, hospital, mental health and substance abuse, prescription drug, dental, vision, employee assistance and pre-paid legal benefits to Employees and their eligible Dependents through contracts with companies listed at pages 30-31 of this booklet. Please refer to the Evidences of Coverage issued by Kaiser Permanente Health Plan, and SIMNSA, Liberty Dental and SIMNSA/UniDent and Davis Vision for benefits provided through these companies.

Vision benefits for those Employees and their eligible Dependents who participate in Vision Services Plan (VSP) are summarized in Attachment “A” to this booklet. Member assistance and legal benefits are provided through HMC HealthWorks and are summarized in Attachment “B” to this booklet. The Plan also provides benefits for chiropractic and acupuncture services to Employees and their eligible Dependents through an agreement with Landmark Healthplan. These benefits are detailed in Attachment “C” to this booklet.

**You may not be eligible for all benefits described in this SPD. Your eligibility is determined by the terms of your Collective Bargaining Agreement and the rules of the Trust. Please consult your Collective Bargaining Agreement to determine which of these coverages and benefits are available to you and your eligible Dependents through the Plan.**

## **Summary of Benefit Options - Choice of Medical Plans**

As a new Employee, when you become eligible for coverage for the first time, you must complete

an enrollment form designating the Health Maintenance Organization (HMO) of your choice. These medical plans are described in separate booklets called Evidence of Coverage. It is important you understand the benefits provided under the medical plans before you make your selection and complete the necessary enrollment forms. Please note, you may only be eligible to enroll in the HMO designated in your Collective Bargaining Agreement. Nevertheless, you **MUST** complete the appropriate HMO enrollment form in full. You must also select Participating Medical Group or Independent Physician Association for the HMO plan(s) offered.

It is important you send the completed enrollment form to the Trust Administration Office. Your eligible Dependent(s) will be covered under the same medical plan you select for yourself. Services can be delayed or denied unless you have made your selection in writing and provided all required information. The Evidence of Coverage booklet for each medical plan contains the benefit provisions, including applicable limitations and exclusions for each program. If you have any questions regarding your medical plan coverage, please contact BPA. The Evidence of Coverage booklets and the HMO provider directories can be obtained free of charge, by contacting the BPA.

## **HMO Medical Plans**

The Trust currently offers medical benefits through Health Maintenance Organizations (“HMO”), Kaiser Permanente and SIMNSA. Each HMO offers comprehensive medical care from a group of providers under contract to the HMO. In an HMO, you must select a physician from among those employed by or under contract to the HMO. Covered services and supplies are provided by the HMO facilities either at no cost to you or with minimal copays. Further, there are no claim forms to file.

Except for certain medical emergencies or authorized referrals, you must use physicians or hospitals affiliated with the HMO. If you do not use physicians or hospitals authorized by your HMO, neither the Trust nor the HMO will be responsible for the charges you incur.

To enroll in either of these HMO plans, you must live within the service area of the HMO. If you do not reside within any of the HMO service areas, please contact the Trust Administrative Office regarding your options, if any, for coverage.

## **Dental Benefits**

The Trust offers dental benefits through two prepaid dental plans, Liberty Dental and Simnsa Dental. Under each of these dental plans, you must receive services from a network provider in order to receive coverage. Many of the services offered by these dental plans require no copay. In addition, there is no annual deductible to satisfy. Please refer to your Collective Bargaining Agreement to determine the plan(s) in which you are eligible to enroll.

The enrollment process for these dental plans is similar to the enrollment process for your medical plan. You must complete the appropriate enrollment form and select the dental plan that is available to you, as provided in your Collective Bargaining Agreement.

## **Vision Benefits**

The Trust offers vision benefits through Davis Vision and Vision Service Plan (“VSP”).

Employees enrolled in the vision plans have the choice of seeing a network or out-of-network licensed optometrist or ophthalmologist; however, most services are covered in full, less any applicable copay, when received from a network or contracted provider. If you obtain services from an out-of-network provider you will be reimbursed by the vision plan in accordance with the allowance schedule, less any applicable copays, once the appropriate claim form is submitted to your vision plan carrier. The Trust Administrative Office can provide you with information regarding the vision plan(s) in which you are eligible to enroll.

## **Employee Member Assistance Program**

Employee member assistance benefits are provided through HMC Healthworks (“HMC”). Enrollment in the Employee Member Assistance Program (EMAP) will occur upon enrollment in one of the health plans offered by the Plan and provided by your Collective bargaining agreement. The benefits include problem assessment, education, information, and assistance with initial crisis management is provided. Such personal problems may include, but are not limited to, family or relationship problems, parenting difficulties, work related problems, substance use and abuse, grief and loss, emotional and physical abuse, and anxiety and depression. The plan of assistance may include a referral to an outside agency for further support or assistance. Fees incurred by any member or family member at agencies other than through HMC are not included in the EMAP coverage and are the full responsibility of the member or eligible family member.

Coverage includes counseling sessions including an initial evaluation to identify problems, with follow-up contact as deemed appropriate by the counselor. You will be entitled to a maximum of **three (3)** counseling sessions (hours) per incident per year for each eligible member and their family members. HMC will determine what constitutes a separate incident. A counselor may deem it necessary to hold longer sessions to facilitate the needs of the client. If session length is extended, the number of sessions is reduced to equal a maximum of counseling hours.

In addition, EMAP masters or doctoral level consultants are available telephonically 24 X 7. As appropriate, the EMAP telephonic consultant will facilitate an in-person EMAP assessment.

## **Prepaid Legal and Financial Services Program**

Prepaid legal and financial Services are included as a benefit under the Employee Member Assistance Program.

### **Legal Services**

You are entitled to three (3) free 30-minute phone or in-person consultation per issue to help answer basic legal questions and simplify the process of obtaining legal help. Clients are eligible for a 25% discount if they decide to retain the attorney providing the consultation.

### **Financial Services**

Employees facing financial challenges or in need of advice about a specific issue such as tax preparation, may call the EMAP Program for a 30-minute consultation by phone with a licensed or credentialed financial advisor.

**NOTE: Not all benefit options may be available. See the attached benefit addendum for the benefits available through the Trust. We encourage you to contact BPA to determine the plan(s) or benefits that applies to you.**

**Your eligibility is determined by the terms of your Collective Bargaining Agreement and the rules of the Trust. Please consult your Collective Bargaining Agreement to determine which of these coverages and benefits are available to you and your eligible Dependents.**

This booklet should be read in conjunction with the Evidence of Coverage booklets provided by companies listed on pages 30-31 of this booklet. The Evidence of Coverage booklets contain full details for each of the fully insured benefits provided by the Plan. If the terms of this Summary Plan Description conflict with the terms of these insurance contracts, the terms of these insurance contracts will control, unless superseded by applicable law. A complete copy of the Evidence of Coverage for each of these insured benefits may be obtained free of charge directly from the insurance company or by calling BPA at (888) 410-1756 or (562) 463 - 5040.

We urge you to read and review this booklet and attachments and the Evidence of Coverage booklets carefully so you will be fully aware of the benefits available under the Plan. The information in this booklet will help you understand your rights and responsibilities as a participant, as well as the Plan's procedures for obtaining benefits.

Benefits will be made available under the Plan for Employees and their covered Dependents to the extent applicable in full compliance with the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Act of 1998 (WHCRA), and the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), Genetic Information Nondiscrimination Act of 2008 and the Patient Protection Affordable Care Act and Health Care and Education Reconciliation Act ("Affordable Care Act").

## **Prior Notice of Plan Changes**

The Trustees may from time to time enter into new contracts of insurance and benefits may be modified. In the event there is a change in either the provider or the Plan's benefit design you will be notified in advance of such change in accordance with the provisions of the Affordable Care Act and you will receive a new summary of benefits which should be kept as part of this booklet. In the event the Trustees make material changes in the Plan with respect to your benefits, you will receive at least 60 days' notice prior to the effective date of the change, as required by Affordable Care Act.

## **The Women's Health and Cancer Rights Act**

### **Special Notice Regarding Mastectomy Coverage**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving

mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- prosthesis;
- treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided through your health insurance provider. If you have any questions about Plan coverage of mastectomies or reconstructive surgery or if you would like more information on WHCRA benefits, please call the Trust Administration Office at: (888) 410-1756 or (562) 463-5040.

## **Newborns' and Mothers' Health Protection Act of 1996**

### **Special Notice Regarding Maternity Coverage**

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## **Death and Accidental Death and Dismemberment Benefits**

Benefits which are available to you and your Dependents in the event of either your or your Dependents' death, accidental death or dismemberment are described in Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Summary Plan Description. A copy is available free of charge from the Trust Office.

## **Claims and Appeals Procedures for All Claims**

### **Except Death and Accidental Death and Dismemberment Claims**

For a description of the claims procedures, including the time limits for filing Death and Accidental Death Benefit claims, and the appeal procedures in the event your claim is denied, please refer to the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Summary Plan Description, a copy of which can be obtained free of charge from the Trust Office.

### **Filing a Claim for Benefits**

Your health and welfare benefits are fully insured by the companies listed in this booklet at pages 30-31. These insurance companies will decide your claim in accordance with reasonable claims procedures required by ERISA and Patient Protection and Affordable Care Act (as amended by the Health Care and Education Reconciliation Act of 2010). Generally, you will not be required to

submit a claim. If you need to file a claim or if you have received an adverse benefit determination you will be required to follow the claims procedures detailed in the Evidence of Coverage booklets issued by each of these companies.

### **Appealing Your Claim for Benefits**

If your claim is denied in whole or in part you may appeal to the insurance company for a review of the denied claim who will decide your appeal in accordance with the reasonable claims procedures required by ERISA and by the Patient Protection Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010.

You should refer to your Evidence of Coverage booklet for details on how to appeal a denied claim and the time limits for filing an appeal. If you fail to file an appeal within the required period, you will lose the right to challenge the denial of your claim in court because you will have failed to exhaust your internal administrative appeal rights

### **External Review**

Under certain circumstances, you may have the right to obtain external review (that is, review outside of the review provided by the insurance carrier providing benefits) if your claim is denied by your health insurance carrier. Please refer to your Evidence of Coverage booklet for details regarding this right to external review.

### **Filing a Claim for Eligibility to Participate in the Plan**

Any person who believes that he or she is eligible to participate in the Plan may file a claim with Trust Administrative Office. All claims must be submitted in writing. Eligibility claims are claims for eligibility for coverage, and not claims for particular benefits under the Plan. All claims for benefits must be submitted to applicable claims administrators for the companies listed at pages 30-31 of this booklet.

The Plan Administrator must notify you of its eligibility determination within 30 days after the claim for eligibility to participate is received. The initial 30-day period can be extended by another 15 days if the Plan Administrator determines that an extension is necessary due to circumstances beyond the Plan's control. The Plan Administrator will provide you with notice of the extension within the initial 15-day period. This notice will explain why an extension is necessary and tell you when the Plan Administrator expects to decide your claim. The notice shall specifically describe the required information, and you shall be afforded at least 45 days from receipt of the notice within which to provide the specified information. In this case the time period allowed for making the eligibility determination is tolled from the date the notice is sent to you until the date you respond to the notice. If you initially fail to provide sufficient information to allow for the determination of your eligibility for coverage under the Plan, the Plan Administrator shall notify you as soon as possible but not later than 5 days after receipt of the claim for eligibility.

### **Appealing a Denial of Eligibility or a Revocation of Eligibility**

A participant, or their duly authorized representative, has a right to appeal a denial of eligibility and/or revocation of eligibility (i.e. decision to rescind participatory status by the Plan) to the Board of Trustees. A denial or revocation of eligibility includes the Plan's denial of a participant's or his/her Dependent's request for late enrollment. The appeal **MUST BE MADE IN WRITING**. The participant (or their authorized representative) may review pertinent documents and may submit comments in writing.

Any appeal from a denial or revocation of eligibility must be filed, in writing, with the Trust Administrator's Office no later than 180 days from the date on which the participant received notice from the Plan that he/she is not eligible to participate in the Plan or that her/his eligibility has been revoked.

The Trustees shall decide the appeal at their next regularly scheduled quarterly meeting. Provided, however, that if appeal is received less than 30 days prior to the next Trust meeting, the appeal may be decided at the following quarterly Trustees' meeting.

In connection with your appeal, you or your representative can review relevant documents and submit issues and comments in writing. You also have the right to request copies of all relevant documents free of charge. The relevant documents that must be made available to you include documents, records and other information that:

- were relied on in deciding your claim;
- were submitted, considered or generated in the course of deciding your claim; or
- demonstrate that the decision complied with the Plan's administrative procedures or safeguards.

The appeal will be considered by someone who is neither the original decision maker nor the subordinate of the original decision maker. In reviewing the initial decision, the decision maker will not give any deference to the initial decision and will consider all information relevant to the claim, not just information relied upon (or available) when the original decision was made. The decision maker must also consider any information submitted by you.

**Appeal Decision.** The final decision concerning the appeal shall include:

1. enough information to identify the claim involved (i.e. date of service and claim amount, etc.);
2. the specific reason or reasons for the decision;
3. reference to the specific Plan provisions upon which the decision is based;
4. a statement that at no charge and upon your request, you may have reasonable access to, and copies of, all documents, records and other information relevant to your claim;
5. either a copy of any internal rule, guideline, protocol or similar criterion that was relied on in making the decision, or a statement that such a document was relied upon and that a copy will be furnished free of charge upon request; and
6. a statement that the claimant has the right to bring a civil action under ERISA Section 502(a) following a denial upon appeal.

The decision of the Board of Trustees on appeal is final and binding upon you or anyone claiming eligibility or benefits through you. You have the right to bring a civil action under §502 of the Employee Retirement Income Security Act of 1974, as amended, in either state or federal court.



**If you wish to contest the determination on appeal, under the provisions of the Plan, no action may be commenced with respect to a claim of eligibility or for benefits against the Plan or the Board of Trustees more than 180 days after you are first given notice of the decision on your appeal. This Plan is governed by ERISA.**

## **Acts of Third Parties - Third Party Liability**

The Evidence of Coverage booklets issued by the companies listed at pages 30-31 of this booklet contain information about your insurance carrier's right to subrogation or reimbursement of benefits where either you or your Dependent is injured or becomes ill because of the actions of a third-party. Although your insurance carrier will cover your medical expenses you may be obligated to reimburse the amount of benefits paid by the carrier from the funds you receive from the third-party up to the value of the accident related benefits you received.

## **Disclosure Information**

**Required by the Employee Retirement Income Security Act of 1974, as Amended**

### **Name of the Plan:**

The Plan is officially: known as the Teamsters Multi-Benefit Trust - Teamsters Transportation Industry Program. Death and accidental death and dismemberment benefits are provided through the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan, formerly known as the South Bay Teamsters and Employers Health and Welfare and Related Benefits Trust Fund Death and Accidental Death Benefit Plan.

### **Plan Sponsor's Employer Identification Number and Plan Number:**

This Plan has been assigned 93-6231741 as its employer identification number (EIN) by the Internal Revenue Service and its Plan Number is **501**.

### **Plan Year End Date:**

The Plan operates on a Plan year ending December 31.

### **Type of Plan:**

The Plan is an employee benefit welfare plan subject to the provisions of ERISA which provides medical, hospital, prescription drug, dental, vision, chiropractic, acupuncture, mental health substance abuse and employee assistance and pre-paid legal benefits through contracts with organizations listed on pages 30-31 of this booklet, and self-funded death and accidental death and dismemberment benefits.

### **Name, Address, of the Plan Sponsor and Administrator:**

Board of Trustees of the Teamsters Multi- Benefit Trust  
c/o Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor Los  
Angeles, California 90017-1906  
(888) 410-1756; (562) 463-5040

Facsimile: (562) 463-5894

**Type of Administration:**

The Teamsters Multi-Benefit Trust, formerly known as the South Bay Teamsters and Employers Health and Welfare and Related Benefits Trust Fund, which was established and is maintained pursuant to collective bargaining agreements between participating Local Unions affiliated with the International Brotherhood of Teamsters and various Employers signatory to these Collective Bargaining Agreements. It is a Joint Trustee Labor-Management Trust which was created to provide health and welfare and death and accidental death and dismemberment benefits to employees and their eligible Dependents.

The Board of Trustees has contracted with a third-party administrator, Benefit Programs Administration (“BPA”), to provide day to day administrative services for the Trust Fund. Benefit Programs Administration maintains the records of the Trust and manages the office which is referred to as the Trust Administrative Office, Trust Office or Fund Office.

**Right to a List of Employers and Employer Organizations Sponsoring the Plan:**

As a participant in this Plan you may obtain, upon written request to the Plan Administrator:

(a) a complete list of the employers and employee organizations sponsoring the Plan, or information as to whether a particular Employer or employee organization is a sponsor of the Plan and, if the Employer or employee organization is a Plan sponsor, the sponsor’s address.

Complete copies of the Collective Bargaining Agreements, Plan Document, Trust Agreement, Annual Audit Statement and a list of all participating employers and employer organizations are available at the offices of BPA. A participant or his representative may request, in writing, copies from BPA at a reasonable charge for each document requested.

**Mailing Address and Office Location for Benefit Programs Administration:**

Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor Los  
Angeles, California 90017-1906

**Name and Address of Agent for Service of Legal Process:**

The person designated by the Plan as agent to receive legal process is:

Lance Phillips, Administrator Benefit  
Programs Administration 1200  
Wilshire Blvd., Fifth Floor Los  
Angeles, California 90017- 1906

Service may be made upon the agent or upon a member of the Board of Trustees at the address of each Trustee listed below.

**Name, Title and Principal Business Address of the Trustees:**

The Board of Trustees means the group of individuals who have responsibility for managing the operations of the Teamsters Multi-Benefit Trust who are appointed by participating Employer and Union sponsors:

Richard Middleton Secretary Treasurer

Teamsters Local 572  
450 Carson Plaza Drive

Carson, California 90746

Lourdes Garcia President  
Teamsters Local 572  
450 Carson Plaza Drive  
Carson, California 90746

Tom Secrest  
Sr. Vice-President Labor  
Relations FirstGroup  
America, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, Ohio 45202  
Elizabeth Sanchez  
COO/SVP  
Durham School Services  
2713 River Avenue  
Rosemead, California 91770

**Source of Funding for the Plan:**

The Plan is funded by contributions made by Employers signatory to collective bargaining agreements requiring payment of contributions to the Trust. Death and accidental death and dismemberment benefits, chiropractic/acupuncture benefits and vision benefits through the VSP Plan are paid directly from the Trust assets. All other benefits are fully insured and are provided through group insurance contracts with the companies listed at pages 30-31 of this booklet.

Death and accidental death and dismemberment benefits are detailed in a separate Summary Plan Description which can be obtained free of charge from the Plan's Third-Party Administrator, Benefit Programs Administration.

## Names and Addresses of Plan Insurers and Service Providers

The following is the current list of Plan service providers:

<b>LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS</b>	<b>HOSPITAL, MEDICAL, SURGICAL AND PRESCRIPTION DRUG BENEFITS</b>
<p>Teamsters Multi-Benefit Trust c/o Benefit Program Administration 1200 Wilshire Blvd., Fifth Floor Los Angeles, CA 90017-1906 (888) 410-1756 or (562) 463-5040</p>	<p>Kaiser Permanente, Regional Administration, Northern California 1800 Harrison Street, 13<sup>th</sup> Floor Oakland, CA 94162 (800) 464 – 4000, (800) 424 -4652</p>
	<p>Kaiser Permanente Regional Administration, Southern California 3100 Thornton Avenue Burbank, CA 95104</p>
<p><b>Dental Benefits</b></p> <hr/> <p>Liberty Dental Plan 3200 El Camino Real, Suite 290 Irvine, CA 92602 (800) 703 -6999</p> <p>SIMNSA/UniDent 2088 Otay Lakes Road #102 Chula Vista, CA 91913\ 800) 424 - 4652</p>	<p>SIMNSA 2088 Otay Lakes Road #102 Chula Vista, CA 91913 (800) 424 -4652</p>

<b>VISION BENEFITS</b>	<b>MEMBER ASSISTANCE/PRE-PAID LEGAL</b>
	<p><b>CHIROPRACTIC/ACUPUNCTURE</b></p> <hr/> <p>Landmark Health Plan 1610 Arden Way, Suite 280 Sacramento, CA 95815 (800) 298-4875</p>

You must consult the terms of your Collective Bargaining Agreement to determine which of these benefits is available to you and to your Dependents. You may not be eligible for all benefits described in this SPD. Your eligibility is determined by the terms of your Collective Bargaining Agreement and the rules of the Trust.

## **Documents Governing Plan Benefits**

Your right to benefits is governed by the terms of this Summary Plan Description, the Plan Document, and the Agreement and Declaration of Trust as well as the policies, contracts and Evidences of Coverage issued to the Plan by the companies listed above. If there are any differences or conflicts between this booklet and the Declaration of Trust or policies, contracts or Evidences of Coverage issued to the Plan, the terms and conditions of the Declaration of Trust, Contract or Evidences of Coverage shall prevail unless superseded by applicable law. Copies of these governing documents are available at the offices of Benefit Programs Administration.

## **Amendment or Termination**

There is no vested right to receive Plan benefits. The Board of Trustees reserves the right to amend, modify, or discontinue all or part of any Plan at any time whenever, in their sole judgment and discretion, conditions so warrant. The Plan may be amended or terminated by a written instrument duly adopted and signed by the Trustees.

## **Your Rights Under the Employee Retirement Income Security Act of 1974 (“ERISA”)**

As a participant in the Teamsters Multi-Benefit Trust Transportation Industry Program you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Administrative Office, or at other specified locations such as work sites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) is filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

EBSA Los Angeles  
Regional Office 35 N. Lake  
Blvd., Ste. 300  
Pasadena, CA 91101  
Tel (626) 229-1000  
Fax (626) 229-1098

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Continue Group Health Plan Coverage**

Continue health care coverage for yourself, your spouse or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.

### **Prudent Action by Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people 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.

### **Enforce 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 federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning a qualified status of 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 U.S. Department of Labor, or you may file suit in 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 if, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need any assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. 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 Employee Benefits Security Administration.

## **Definitions**

***Affordable Care Act or ACA*** means the Patient Protection Affordable Care Act and Health Care and Education Reconciliation Act (“Affordable Care Act”).

***COBRA*** means the federal legislation Consolidated Omnibus Reconciliation Act of 1986, as amended, requiring the right to continue health coverage upon loss of eligibility.

***Collective Bargaining Agreement*** shall mean a written contract by and between any Employer and Union which provides for contributions to be made to this Teamsters Multi-Benefit Trust. It shall also include any and all extensions, renewals or any new collective bargaining agreement between the Union and the Employer which provides for contributions to be made to this Trust.

***Contribution or Contributions or Employer Contributions*** means the contributions specified in a Collective Bargaining Agreement to be made by Employers to the Trust for each Employee.

***Covered Employment*** means employment or work covered by the terms of a Collective Bargaining Agreement or other agreement pursuant to which Contributions are required to be made to the Trust.

***Day*** means a calendar Day, not a business Day.

***Death Benefits*** means any and all payments payable upon the death of an eligible participant or other person as provided for under the benefits plans developed and established by the Trustees pursuant to the Restated Agreement and Declarations of Trust Providing for the Teamsters Multi-Benefit Trust and as required by a Collective Bargaining Agreement.

***Dependent*** means any of the following:

- a. The Legal Spouse of an Employee. The term Legal Spouse or Spouse means any individual who is lawfully married to the Employee under the state law.

- b. Same-Sex Domestic Partner of an Employee or the opposite sex Domestic Partner of an Employee who has provided the Trust with a Declaration of Domestic Partnership registered with the California Secretary of State, or an equivalent document filed with another state or local jurisdiction.

Effective January 1, 2002, Domestic Partner includes Domestic Partners who sign the Plan's Affidavit of Domestic Partnership before a notary public under penalty of perjury and provide the Affidavit and required evidence of Domestic Partnership to the Trust Administrative Office.

- c. The Employee, Spouses or Domestic Partners' natural born children, stepchildren, legally adopted children or children placed for adoption who are less than 26 years of age. Children for whom an Employee, Spouse or Domestic Partner is the Court Appointed Legal Guardian are not Dependents under the Plan, however, Children who are enrolled in the Plan as of November 12, 2013, based upon an Order of Guardianship, will remain eligible for coverage under the Plan until such time as their coverage would otherwise terminate under the Plan.
- d. The Employee, Spouse or Domestic Partners' Dependent children regardless of age who are incapable of self-sustaining employment by reason of mental retardation or physical handicap who were covered under the Plan prior to reaching age 19. Such child will continue to qualify as an eligible Dependent so long as the Disability continues, and the Dependent remains unmarried, and the child is Dependent on the Employee for support and maintenance. Proof of continued Disability satisfactory to the Board of Trustees must be furnished to the Trust Fund when requested.
- e. An Employee's spouse shall cease to be a Dependent on the date of entry of a final judgment of dissolution or nullity of marriage or legal separation between the Employee and Spouse. For Domestic Partners registered with the State of California, the Employee's Domestic Partner shall cease to be a Dependent on the date the Domestic Partnership terminates in accordance with California law. For Domestic Partners not registered with the State of California, the Employee's Domestic Partner shall cease to be a Dependent on the date of termination of the Domestic Partnership as evidenced by the Affidavit of Termination of Domestic Partnership required to be filed with the Trust.

The term ***Dependent*** does not include any person who is in full-time military service.

***Domestic Partners*** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and who share a common residence. Neither Domestic Partner is married to someone else or a member of another Domestic Partnership with someone else that has not been terminated, dissolved or adjudged a nullity and neither is related by blood closer than the laws of the state would permit for a legal marriage. Each Domestic Partner must be at least 18 years or older, must be capable of consenting to the Domestic Partnership at the time the Domestic Partnership began.

***Employee*** and ***Member*** will be interchangeable and will mean any person covered by a



Collective Bargaining Agreement and employed by an Employer. The term Employee will also include members in good standing and officers and Employees of the Union which make Contributions to the Plan on behalf of such Employees, officers and Members in good standing, provided the inclusion of such persons is not a violation of any existing law or statute.

**Employer** means, for purposes of the Plan, any Employer or any successor in interest of said Employer who has signed or who is bound by a Collective Bargaining Agreement or other agreement, requiring that Contributions be made to the Teamsters Multi Benefit Trust Fund, and shall include the Union which makes Contributions on behalf of its Members in good standing and its officers and Employees, provided the inclusion of said Union as an Employer is not a violation of any existing law or statute.

**Health and Welfare Benefits** shall mean any and all benefit payments to Employees or their Dependents as required by a Collective Bargaining Agreement and provided through a Plan developed and established by the Trustees pursuant to the Trust Agreement. Said Health and Welfare Benefits may include life, accidental death and dismemberment, dental, medical, surgical, hospital, supplemental accident, prescription drug, maternity, employee assistance and vision care benefits.

**Injury** means an accidental bodily Injury resulting from an occurrence which is not expected, foreseen, or intended.

**Medicare** means the insurance program established by Title XVIII, United States Social Security Act of 1965, as originally enacted or as subsequently amended.

**Non-medical Claim** means any Claim for Death or Accidental Death and Dismemberment Benefits provided under the Plan, which follows the Plan's procedures for filing of a Claim.

**Participant** means each eligible Employee or Dependent.

**Participating Employer** means (a) an Employer who is obligated to make Contributions to the Trust pursuant to a Collective Bargaining Agreement; or (b) an Employer who has agreed to contribute to the Trust to provide coverage under the Plan.

**Plan or Plan Document** means the plan or program of benefits provided for in the Summary Plan Description, as amended from time to time (including the Evidence of Coverage booklets for insured benefits) which are adopted by the Board of Trustees pursuant to the Amended Agreement and Declaration of Trust providing for the Teamsters Multi-Benefit Trust Fund.

**Pre-Paid Legal Services** means legal services provided to eligible Employees and Dependents as required by a Collective Bargaining Agreement and provided through a prepaid legal services plan developed and established by the Trustees pursuant to the Trust Agreement, for the purpose of defraying the costs of legal services. Legal services provided for shall be limited by the provisions of Section 302 of the National Labor Relations Act, as amended.

**Pre-service Claim** means any Claim which requires the approval of the Claim in advance of obtaining medical care.

**Post-service Claim** means any Claim or benefit under the Plan which is not a Pre-service Claim.

**Sickness** means a Sickness or disease for which the individual is not entitled to benefits under any Workers' Compensation Law or similar legislation

**Total Disability** means an Injury or Sickness, which completely prevents an Employee from engaging in any business or occupation for remuneration or profit and, in the case of a Dependent, from engaging in normal activity. Nothing in this definition of Total Disability is intended to alter any requirement for extending coverage to the Employee's or Retiree's mentally or physically handicapped children, age 26 years and older, who are incapable of self-sustaining employment and were covered under the Plan prior to reaching the age of 19.

**Trust Administrative Office, Trust Office or Fund Office** means the offices maintained by the third-party administrator for the administration of the Trust which is Benefit Programs Administration.

**Trust Agreement or Declaration of Trust** means the Restated Agreement and Declaration of Trust Providing for Teamsters Multi-Benefit Trust, effective October 1, 2010, and any modification, amendment, extension or renewal thereof.

**Trust or Trust Fund** means the entire trust estate under "Teamsters Multi-Benefit Trust," and shall include all monies, assets of every kind and nature and Contributions which belong to or are part of the trust estate.

**Trustees and/or Board of Trustees** means the named fiduciaries of the Trust who have the joint authority to control and manage the operation and administration of the Trust and Plan in accordance with the provisions of the Trust Agreement.

**Union** means those labor organizations that are parties to the Trust Agreement and any other labor organization participating in the Trust which has an agreement with an Employer providing for payments into the Trust and which agreement and parties have been accepted by the Trustees.

**Urgent Care Claim** means a Pre-service Claim for medical care or Treatment that, if the normal Pre-service Claim standards of the Plan were to be applied for processing a Claim either (a) could seriously jeopardize the life or health of the Claimant or the ability of the Claimant to regain maximum function as determined by applying the judgment of a prudent layperson with an average knowledge of health and medicine, or (b) would in the opinion of a Physician familiar with the Claimant's condition subject the Claimant to severe pain that cannot be adequately managed without the care or Treatment that is the subject of the

Claim. An "Urgent Care" Claim may be filed by the Claimant, or by a Doctor or other health professional authorized to act on behalf of the Claimant.

**USEERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

**You** or **your** means the eligible Employee.

**TEAMSTERS MULTI-BENEFIT TRUST  
(Transportation Industry Program)**

**CONSULTANTS AND ACTUARIES**

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**THIRD PARTY ADMINISTRATOR**

Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor Los  
Angeles, California 90017-1906  
(888) 410-1756; (562) 463-5040

**PLAN AUDITOR**

HENNINGFIELD & ASSOCIATES, INC.  
Certified Public Accountants  
27913 Smyth Drive  
Valencia, California 91355-4034

**Effective Date  
January 1, 2020**

**TEAMSTERS MULTI-BENEFIT TRUST**  
**TRANSPORTATION INDUSTRY PROGRAM (TIP)**  
**SUMMARY PLAN DESCRIPTION**

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**Effective Date**

**January 1, 2020**