

**ALASKA UNITED FOOD  
AND COMMERCIAL WORKERS  
HEALTH AND WELFARE TRUST**

**RETIREE HEALTH  
REIMBURSEMENT ARRANGEMENT**

**SUMMARY PLAN DESCRIPTION  
AND  
PLAN DOCUMENT**

**Effective May 1, 2018**

# Alaska United Food and Commercial Workers Trust Funds

Physical Address 7525 SE 24th Street, Suite 200, Mercer Island, WA 98040 • Mailing Address PO Box 34203, Seattle, WA 98124  
Phone (206) 441-7574 • Toll-Free (800) 478-8329 • Fax (206) 505-WPAS (9727) • Website [www.akufcwtrust.com](http://www.akufcwtrust.com)

Administered by  
Welfare & Pension Administration Service, Inc.

February 27, 2018

**To: Participants and Dependents in the  
Alaska UFCW Health and Welfare Trust  
Alaska UFCW Retiree Health and Welfare Trust**

**Re: Plan Eligibility Changes to Retiree Health Benefits**

**IMPORTANT NOTE: Benefits for Active eligible employees and their eligible dependents are not changing.**

In addition to the actions described in the Notice to you dated January 31, 2018, this Notice advises you that the Trustees have taken action to extend access to future retiree coverage to a broader group of plan participants.

To be eligible for Retiree coverage, a participant must meet all of the following eligibility requirements:

- You have made contributions toward retiree coverage for at least 60 of the 80 months immediately preceding your retirement;
- You have been eligible for active employee coverage for at least 60 of the 80 months immediately preceding your retirement;
- You have active employee coverage immediately preceding your retirement date;
- You are receiving an early, normal, or late retirement benefit from the Alaska United Food and Commercial Workers Pension Trust;
- You have accrued at least 15 years of Credited Service in the Alaska UFCW Pension Plan;
- You have been a bargaining unit member covered by a Collective Bargaining Agreement providing for contractually required member contributions to the Retirement Medical Program and have made these hourly contributions for at least 10,400 hours within the 10 years immediately preceding eligibility for retiree health coverage;

Once initially eligible, coverage terminates at the earliest of the following:

- The last day of the month that your employer stops contributing to the plan.
- The date the self-pay option expires.
- The end of the period for which required self-pay contributions have been made.
- The date the plan is terminated.
- For a dependent, the last day of the month in which he or she ceases to meet the definition of eligible dependent.

In addition to meeting the above eligibility requirements, the Notice dated January 31, 2018, limited future access to retiree coverage to Participants age 57 or older and to those already covered by the Plan on April 1, 2018. ***This Notice is to advise you that the Trustees have extended access to future retiree coverage to participants who have at least 25 years of Credited Service in the Alaska UFCW Pension Trust as of April 1, 2018, and who otherwise meet all of the above eligibility requirements at the time of retirement.***

If you have questions regarding your eligibility or benefits, visit [www.akufcwtrust.com](http://www.akufcwtrust.com) or call the Administration Office at 800-478-8329.

Sincerely,

**Board of Trustees  
Alaska UFCW Health and Welfare Trust  
Alaska UFCW Retiree Health and Welfare Trust**

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Administered by  
Welfare & Pension Administration Service, Inc.

January 31, 2018

**To: Participants and Dependents in the  
Alaska UFCW Health and Welfare Trust  
Alaska UFCW Retiree Health and Welfare Trust**

**Re: Plan Changes to Retiree Health Benefits**

**Important Information:** Please be sure you and your family read this notice carefully and keep it with your benefit booklet or important insurance papers for future reference.

**IMPORTANT NOTE: Benefits for Active eligible employees and their eligible dependents are not changing.**

This notice is to advise you of changes the Board of Trustees have made to coverage available to **retired** participants and changes that will affect those persons retiring in the future. Health care costs continue to rise at unsustainable levels. In fact, it was recently necessary to make significant increases (40%) to retiree self-pay contributions to cover the high cost of retiree coverage. In response, the Trustees are making changes to both non-Medicare retiree benefits and Medicare retiree benefits that will help secure the financial stability of the Trust. These changes are intended to help manage Plan costs and continue to provide access to health care coverage for retirees and their eligible dependents.

To be eligible for Retiree coverage, a retiree must meet all of the following eligibility requirements:

- You have made contributions toward retiree coverage for at least 60 of the 80 months immediately preceding your retirement;
- You have been eligible for active employee coverage for at least 60 of the 80 months immediately preceding your retirement;
- You have active employee coverage immediately preceding your retirement date;
- You are receiving an early, normal, or late retirement benefit from the Alaska United Food and Commercial Workers Pension Trust;
- You have accrued at least 15 years of Credited Service in the Alaska UFCW Pension Plan;
- You have been a bargaining unit member covered by a Collective Bargaining Agreement providing for contractually required member contributions to the Retirement Medical Program and have made these hourly contributions for at least 10,400 hours within the 10 years immediately preceding eligibility for retiree health coverage;

Once initially eligible, coverage terminates at the earliest of the following:

- The last day of the month that your employer stops contributing to the plan.
- The date the self-pay option expires.
- The end of the period for which required self-pay contributions have been made.

- The date the plan is terminated.
- For a dependent, the last day of the month in which he or she ceases to meet the definition of eligible dependent.

IN ADDITION TO MEETING THE ABOVE MINIMUM REQUIREMENTS, **EFFECTIVE APRIL 1, 2018**, ACCESS TO RETIREE HEALTH CARE COVERAGE WILL BE LIMITED TO EMPLOYEES AGE 57 OR OLDER ON APRIL 1, 2018 AND THOSE ALREADY COVERED BY THE RETIREE HEALTH PLAN.

ACCESS TO RETIREE COVERAGE FOR EMPLOYEES UNDER AGE 57 ON APRIL 1, 2018 WILL REQUIRE MEETING ALL OF THE MINIMUM REQUIREMENTS LISTED ABOVE, INCLUDING RECEIVING AN EARLY, NORMAL, OR LATE RETIREMENT BENEFIT FROM THE ALASKA UNITED FOOD AND COMMERCIAL WORKERS PENSION TRUST WITH A RETIREMENT EFFECTIVE DATE NO LATER THAN MARCH 1, 2018. This means you must terminate employment by February 28, 2018, and must complete and submit your retirement application to the Administration Office by February 28<sup>th</sup> for a retirement date of March 1, 2018. The application can be found on the Trust web site at: <http://www.akucfwtrust.com/pdfs/F45-04-Form-AppForRetirement-2015.pdf>

Additional changes to the Retiree coverage are being implemented as described below:

### **FOR MEDICARE ELIGIBLE RETIREES**

Beginning May 1, 2018, coverage for Medicare eligible retirees and dependents will be provided through OneExchange and medical and prescription drug coverage through the Alaska UFCW Trust will no longer be available. OneExchange is a service that provides Medicare eligible retirees and dependents personalized assistance in selecting an Individual Medicare supplement insurance policy that best suits the individual's needs and will likely result in lower overall costs than are experienced under the current Plan. Each Medicare retiree and Medicare dependent that enrolls in the OneExchange program will receive premium assistance from the Trust through a contribution into what is called a "Health Reimbursement Account" (HRA). The monthly contribution into the HRA will help cover the cost of the Medicare supplemental policy purchased through OneExchange. The amount of the contribution to the HRA ("subsidy") will be set periodically by the Trustees, as funds are available to do so.

Significant detail on this change will be sent to ALL current Medicare retirees beginning in February 2018 and special meetings will be arranged in Anchorage and Fairbanks for those retirees who wish to attend and ask questions and receive information about the new program.

### **FOR EARLY RETIREES**

As indicated above, after April 1, 2018, access to retiree health coverage through the Trust will be limited to the following:

1. Retirees eligible for coverage on April 1, 2018; and
2. Employees' age 57 or older on April 1, 2018 that otherwise meet the all of the minimum eligibility rules

Also, effective April 1, 2018, coverage for Early Retirees will be provided through the Alaska UFCW Health and Welfare Trust. The retiree benefits will be primarily unchanged (same as currently provided through the Retiree Trust), however certain benefits will be improved as required under the Affordable Care Act. Below is a summary of the benefits currently available to early retirees:

The following chart summarizes current covered expenses under the Retiree Plan.

<b>Medical Benefits</b>		
Calendar Year Deductible	\$500 per person \$1,000 per family	
Lifetime Maximum Benefit	\$1,000,000 per person	
Coinsurance Percentage Out-of-Pocket Maximum	<ul style="list-style-type: none"> <li>• 80% for most covered medical expenses</li> <li>• 60% for services at a non-PPO provider</li> <li>• Annual Out-of-Pocket Maximum for PPO medical expenses - \$4,500 per person / \$9,000 per family</li> <li>• Non-PPO medical expenses - \$12,000 per person/\$24,000 per family</li> <li>• 50% for outpatient psychiatric treatment</li> </ul>	
<b>Prescription Drug Benefits</b>	<b>If You Use a...</b>	<b>You Pay the Greater of...</b>
	<b>Generic Drug</b>	\$10 or 10% of the retail price (up to \$30 maximum per prescription)
	<b>Brand Name Drug</b>	
	<ul style="list-style-type: none"> <li>• <b>Preferred</b></li> </ul>	\$20 or 20% of the retail price (up to \$75 maximum per prescription)
	<ul style="list-style-type: none"> <li>• <b>Non-Preferred</b></li> </ul>	\$40 or 35% of the retail price
<b>Dental Benefits*</b>	optional, requiring an additional monthly contribution	
<b>Vision Benefits*</b>	optional, requiring an additional monthly contribution	

*\*Optional dental and vision benefits are still available for all Medicare and Non-Medicare Retirees through the Trust provided the required optional contributions is paid.*

Beginning April 1, 2018, the following changes will be made to the above schedule:

- Lifetime Maximum benefit limit is eliminated – there will be no maximum;
- A new Out-of-Pocket Maximum limit on preferred prescription drugs of \$2,850 per person / \$5,700 per family will apply – prescription drug out-of-pocket costs are currently uncapped;
- Outpatient psychiatric treatment will be covered same as any other service;
- Though not included in the chart, any other service required to be covered under the Affordable Care Act will be covered.

A comprehensive description of your coverage effective April 1, 2018 will be sent to you in the coming weeks. Until then, your benefits remain unchanged.

If you have questions regarding your eligibility or benefits visit [www.akufcwtrust.com](http://www.akufcwtrust.com) or call the Administration Office at 800-478-8329.

Sincerely,

**Board of Trustees**  
**Alaska UFCW Health and Welfare Trust**  
**Alaska UFCW Retiree Health and Welfare Trust**

To All Eligible Retirees:

The Board of Trustees is pleased to present you with this new booklet which serves both as the Plan Document and the Summary Plan Description for the Retiree Health Reimbursement Arrangement Plan available to you and your enrolled dependents from the Alaska United Food and Commercial Workers Health and Welfare Trust.

You should review this Plan Document carefully for a basic understanding of the Plan.

If you have any questions, please call the Administration Office at (800) 478-8329 or (206) 441-7574.

Sincerely,

Board of Trustees

**Employer Trustees**

Robert McLauchlin

Frank Jorgensen

H.L. "Buzz" Ravenscraft

**Union Trustees**

Gaither "Buster" Martin

Walter Stuart

Silvana Tirban

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## **I. INTRODUCTION**

This document serves both as the Plan Document and the Summary Plan Description (“SPD”) for the Alaska United Food and Commercial Workers Health and Welfare Trust (“Trust”) Health Reimbursement Arrangement Plan (“Plan”). The Plan is administered by Willis Towers Watson (“the Plan Administrator”).

## **II. ABOUT THE PLAN**

Effective May 1, 2018, Medicare eligible Retirees age 65 and over and their dependents are eligible to participate in this Plan. This Plan is a limited purpose Health Reimbursement Arrangement (“HRA”) and will reimburse for only eligible medical premium expenses. Each Medicare Retiree and Medicare dependent that enrolls in the Plan will receive premium assistance from the Trust through a contribution into the Plan. The amount of the contribution to the Plan will be set periodically by the Trustees as funds are available to do so.

The Board of Trustees is providing this program of retiree benefits to the extent that moneys are currently available, and will be available in the future, to pay the cost of such program. The Board of Trustees retains full and exclusive authority, at its discretion, to determine the extent to which moneys are available for the program. This program *is not guaranteed* to continue indefinitely and may be terminated or modified at any time by the Board of Trustees.

## **III. ELIGIBILITY**

Medicare eligible Retirees enrolled in an exchange health plan through Willis Towers Watson/Via Benefits program as of May 1, 2018 as well as Active Employees as of that date that meet certain eligibility requirements are eligible to participate in the Plan, which allows for reimbursement from their HRA account of the cost of retiree health insurance premiums only.

To be eligible for Plan benefits, you must meet the following conditions:

- You have made contributions toward retiree coverage for at least 60 of the 80 months immediately preceding retirement
- You have been eligible for active employee coverage for at least 60 of the 80 months immediately preceding retirement
- You have active employee benefits immediately preceding your retirement date
- You are receiving an early, normal, or late retirement benefit from the Alaska United Food and Commercial Workers Pension Trust
- You have accrued at least 15 years of credited service in the Alaska UFCW Pension Plan
- You have been a bargaining unit member in a collective bargaining agreement providing for contractually required member contributions to the Retirement Medical Program and have made these hourly contributions for at least 10,400 hours within the 10 years immediately preceding eligibility for retiree health coverage
- In addition to all of the above requirements, access to Plan benefits is limited to:
  - Retirees already covered by the Retiree Health Plan
  - Eligible employees aged 57 or older on April 1, 2018
  - Eligible employees under age 57 as of April 1, 2018 who have at least 25 years of credited service in the Alaska UFCW Pension Trust as of April 1, 2018

- Eligible dependents include your:
  - Legal spouse
  - If you have a change in family status, you must notify the Administration Office. Examples of family status changes are your marriage, divorce, legal separation, and death of an eligible dependent. If the change in family status is due to marriage, you must provide a copy of the marriage certificate. If the change is due to divorce, you must provide a copy of the divorce decree.

#### **IV. DESCRIPTION OF BENEFITS**

Beginning May 1, 2018, eligible participants with HRA balances can receive reimbursement from the Plan up to the remaining balance in their account for eligible medical and prescription drug premium expenses incurred by the Participant. Coverage for Medicare eligible retirees and dependent spouses will be provided through Willis Towers Watson/Via Benefits program and medical and prescription drug coverage through the Alaska UFCW Trust will no longer be available. Each Medicare retiree and Medicare dependent that enrolls in the Via Benefits program will receive premium assistance from the Trust through a contribution into a HRA. The monthly contribution into the HRA will help cover the cost of the Medicare supplemental policy purchased through Via Benefits. The amount of the contribution to the HRA (“subsidy”) will be set periodically by the Trustees, as funds are available to do so.

#### **V. FUNDING AMOUNTS**

Participant HRA’s are funded entirely with Trust assets. No HRA’s include Participant contributions. The funding amount is based on the Participant’s years of service and the amount will be equal to 50% of the monthly premium cost up to a maximum of:

<b>Years of Service</b>	<b>HRA Subsidy (per month)</b>
25+ years	\$100 per retiree \$100 per dependent
20 – 24 years	\$85 per retiree \$85 per dependent
15 – 19 years	\$75 per retiree \$75 per dependent

The Plan Administrator has established a recordkeeping account for each Participant, which is the Participant’s HRA. Each Participant’s HRA will be debited as eligible premium expenses are reimbursed. Once a Participant’s HRA balance equals zero, no additional amounts will be reimbursed.

Participants may review the status of their Account and/or any claims outstanding by logging on to [My.ViaBenefits.com/AlaskaUFCW](http://My.ViaBenefits.com/AlaskaUFCW), the website of the Plan’s record keeper, Willis Towers Watson.

Funds from the HRA will be used to reimburse eligible medical and prescription drug premium expenses only. Each Participant’s Account balance is carried over from year to year, unless the Participant terminates in the Plan.

## **VI. TERMINATION OF PARTICIPATION**

If you are an eligible Retiree, you will cease being a Participant in the Plan on the earliest of:

- the date you cease to be an eligible Retiree for any reason;
- the effective date of any amendment terminating your eligibility under the Plan; or
- the date on which the Plan is terminated.

If you are an eligible Dependent, you will cease being a Participant in the Plan on the earliest of:

- the date you cease to be an eligible Dependent for any reason;
- in the case of an eligible Dependent spouse, the date you divorce the eligible Retiree;
- the effective date of any amendment terminating your eligibility under the Plan; or
- the date the Plan is terminated.

You may not obtain reimbursement of any eligible premium expenses incurred after the date your eligibility ceases. You have 180 days after your eligibility ceases, however, to request reimbursement of eligible premium expenses you incurred before your eligibility ceased.

In addition, your eligible Dependents may be eligible to continue coverage under the Plan beyond the date that their coverage would otherwise end if coverage is lost for certain reasons. Their continuation of coverage rights and responsibilities are described below.

## **VII. COBRA ADMINISTRATION AND FUNDING COVERAGE CONTINUATION**

Federal law requires that Plan Participants and spouses and dependents be permitted to elect to continue coverage under the Plan when coverage terminates due to certain “qualifying events.” Such “qualifying events” include a Participant’s death, termination of employment, divorce or legal separation, or reduction in hours. In the case of a dependent, the dependent’s ceasing to qualify as an eligible dependent is also a qualifying event. If coverage ceases due to such qualifying events, Participants will be offered COBRA continuation coverage. For information concerning your COBRA rights, contact Willis Towers Watson at 1-888-578-3805.

### **A. Death**

If a Participant dies with a balance in his or her HRA the remaining balance may be used to reimburse eligible premium expenses incurred by the Participant's surviving spouse or other surviving tax dependents. If there is no surviving spouse or eligible surviving tax dependents, the HRA balance will remain active for six (6) months. On the first day of the 7<sup>th</sup> month, the HRA will terminate, and will not be reinstated.

**B. Termination/Loss of Qualification or Loss of Eligibility (i.e. Re-Employment with Alaska UFCW)**

Participants whose participation in the Plan terminates can continue to file claims for reimbursement for premium expenses that were incurred prior to their termination date up to six (6) months (run out period) after the termination date. At that time, any balance in their account will be forfeited. Claims for reimbursement of premium expenses incurred after termination, loss of qualification or loss of eligibility are not eligible for reimbursement.

**C. Divorce**

Claims for premium expenses incurred by a spouse are not eligible for reimbursement after a divorce. Claims by a spouse can be submitted for six (6) months (run out period) after loss of qualification date for claims incurred prior to the date of divorce.

**VIII. GENERAL TAX TREATMENT**

It is intended that Alaska UFCW contributions made to the Plan on behalf of a Participant shall not result in taxable income to the Participant and that all benefits provided under the Plan not be included in the Participant's taxable income as provided under Code Sections 105, 106 and other applicable regulations. In the event that a benefit provided under the Plan does not satisfy the requirements of Code Sections 105 and 106, and therefore becomes taxable to the Participant, the reimbursement will be paid no later than the last day

of the taxable year following the taxable year in which the expense was incurred.

## **IX. REIMBURSEMENT PROCEDURES**

Once you have incurred an eligible expense, you may seek reimbursement from your HRA by submitting a claim for reimbursement.

Mailed Claims:           Via Benefits  
                                  PO Box 981156  
                                  El Paso, TX 79998-1156

Faxed Claims:            1-866-886-0878

Customer Service:      1-888-578-3805

Claim forms are available online at [my.viabenefits.com/AlaskaUFCW](http://my.viabenefits.com/AlaskaUFCW) after you register on the site, or by calling 1-888-578-3805. The forms are also available at [my.viabenefits.com/AlaskaUFCW](http://my.viabenefits.com/AlaskaUFCW).

Claims should contain such information as may be required by Via Benefits to comply with the terms of the Plan. At a minimum, any claim submitted should include your name, address, Social Security Number, the name and relationship to you of the person on whose behalf eligible premium expenses were incurred, the amount and date of the claim, the name of the person, organization or entity to which the expense was or is to be paid, the specific basis for the claim, and any additional information submitted to support the claim or which may be required. The claim will not be deemed to be effectively made until the claim, as filed, satisfies the requirements established by the Plan.

If a claim for a Plan benefit is wholly or partially denied by Via Benefits, notice of the decision shall be furnished to the Participant within a reasonable period of time after receipt of the claim.

Via Benefits can be reached at 1-888-578-3805

The participant's account can be accessed at:  
[www.myviabenefits.com/AlaskaUFCW](http://www.myviabenefits.com/AlaskaUFCW)

First time users must register as a new user.

## **X. RECOVERY OF OVERPAYMENTS**

If it is later determined that a Participant received an overpayment or a payment in error (e.g., the Participant was reimbursed for an expense under the Alaska UFCW HRA Plan that is later paid for by another plan), the Participant will be required to refund the overpayment or erroneous reimbursement to the Alaska UFCW.

If the overpayment or erroneous payment is not refunded, the Plan reserves the right to debit the Participant's HRA by the amount of the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from the Participant's pay, to the extent allowed by applicable law. If these options are unsuccessful, the Plan Administrator may decide to treat the amount of the overpayment as taxable income. In addition, if the Plan Administrator determines that a fraudulent claim was submitted, the Plan Administrator may terminate the Participant's coverage under the Alaska UFCW HRA Plan and the Participant's remaining Account balance will be forfeited.

## **XI. BENEFIT CLAIMS**

### **Reimbursement Under the Plan**

If your claim for reimbursement is approved, you will be provided reimbursement as soon as reasonably possible following the determination. Claims are paid in the order in which they are received.

Any HRA Account payments that are unclaimed (e.g., uncashed benefit checks or unclaimed electronic transfers) shall automatically forfeit twelve months after the check was mailed or the payment was otherwise attempted.

## **Claim Denial**

If your claim for reimbursement is wholly or partially denied, you will be notified in writing within 30 days after your claim. If it is determined that an extension of this time period is necessary due to matters beyond the control of the Plan, you will notified within the initial 30-day period that an extension of up to an additional 15 days will be required. If the extension is necessary because you failed to provide sufficient information to allow the claim to be decided, you will be notified and you will have at least 45 days to provide the additional information. The notice of denial will contain:

- the reason(s) for the denial and the Plan provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the Plan's appeal procedures and the time limits applicable to such procedures; and
- a description of your right to request all documentation relevant to your claim.

If your request for reimbursement under the Plan is denied in whole or in part and you do not agree with the decision of the Claims Submission Agent, you may file a written appeal. You should file your appeal with the Plan Administrator at the address provided in the Plan Information Appendix no later than 180 days after receipt of the denial notice. You should submit all information identified

in the notice of denial, as necessary, to perfect your claim and any additional information that you believe would support your claim.

You will be notified in writing of the decision on appeal no later than 60 days after the Plan Administrator receives your request for appeal. The notice will contain the same type of information provided in the first notice of denial provided by the Claims Submission Agent.

Note that you cannot file suit in federal court until you have exhausted these appeals procedures.

Any claim or action that is filed in a court or other tribunal against or with respect to the Plan and/or the Plan Administrator must be brought within the following timeframes:

- For any claim or action relating to HRA Account benefits, the claim or action must be brought within 18 months of the date of the denied appeal.
- For all other claims (including eligibility claims), the claim or action must be brought within two years of the date when you know or should know of the actions or events that gave rise to your claim.

## **XII. APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

An authorized representative may act on behalf of a claimant with respect to a benefit claim or appeal under the Plan's claim and appeal procedures. No person will be recognized as an authorized representative until the Plan receives an Appointment of Authorized Representative form signed by the claimant, except that for urgent care claims the Plan shall, even in the absence of a signed Appointment of Authorized Representative form, recognize a health care professional with knowledge of the claimant's medical condition (e.g., the treating physician) as the claimant's authorized

representative unless the claimant provides specific written direction otherwise.

An *Appointment of Authorized Representative* form may be obtained from Via Benefits. Completed forms must be submitted to:

Via Benefits  
P.O. Box 981155  
El Paso, TX 79998-1155  
Fax: 1-866-886-0879

The form is also available by calling 1-888-578-3805. Once an authorized representative is appointed, the Plan shall direct all information, notification, etc. regarding the claim to the authorized representative. The claimant shall be copied on all notification regarding decisions, unless the claimant provides specific written direction otherwise.

A representative who is appointed by a court or who is acting pursuant to a document recognized under applicable state law as granting the representative such authority to act, can act as a claimant's authorized representative without the need to complete the form, provided the Plan is provided with the legal documentation granting such authority.

A claimant may also need to sign an authorization form for the release of protected health information to the authorized representative.

### **XIII. FINALITY OF DECISION AND LEGAL ACTION**

A claimant must follow and fully exhaust the applicable claims and appeals procedures described in this Plan before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than one year following a final decision on the claim for benefits under these claims and appeals procedures.

The one-year statute of limitations on suits for benefits applies in any forum where a claimant initiated such suit or legal action. If a civil action is not filed within this period, the claimant's benefit claim is deemed permanently waived and abandoned, and the claimant will be precluded from reasserting it.

#### **XIV. ERISA RIGHTS**

As a participant you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that you, as a Plan Participant, will be entitled to:

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

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites 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) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all 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 Plan Administrator may apply 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 Plan Coverage**

Continue Plan coverage for your eligible spouse if there is a loss of coverage under the plan as a result of a qualifying event. However, your spouse may have to pay for such coverage. Review the documents governing the Plan for the rules governing COBRA continuation coverage rights.

## **Prudent Actions 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 the 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 from the Plan, or from exercising your rights under ERISA.

## **Enforcement of Your Rights**

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or 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 a 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 (e.g., if it finds your claim is frivolous).

## **Assistance with Your Questions**

If you have any questions about the 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 assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., 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.

## **XV. LEGAL NOTICES**

### **Use and Disclosure of Protected Health Information (PHI)**

The Plan will use protected health information (PHI) to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations.

The Plan will disclose PHI only to the Plan Administrator and other members of the UFCW Trust's workforce, who are authorized to

receive such PHI, and only to the extent and in the minimum amount necessary for that person to perform Plan administrative functions. “Members of the UFCW Trust’s workforce” generally include certain employees who work in the UFCW Trust’s employee benefits department, human resources department, payroll department, legal department, and information technology department. The Plan Administrator keeps an updated list of those members of the UFCW Trust’s workforce who are authorized to receive PHI.

In the event that any member of the UFCW Trust’s workforce uses or discloses PHI other than as permitted by the terms of the Plan regarding PHI and 45 C.F.R. parts 160 and 164 (“HIPAA Privacy Standards”), the incident shall be reported to the Plan’s privacy officer. The privacy officer shall take appropriate action, including:

- Investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
- Appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
- Mitigation of any harm caused by the breach, to the extent practicable; and
- Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

In order to protect the privacy and ensure adequate security of PHI and EPHI (EPHI means PHI that is transmitted by or maintained in electronic media), as required by HIPAA, the UFCW Trust has agreed to:

- Not use or further disclose PHI other than as permitted or required by the Plan document or as required by law, including HIPAA privacy standards;
- Implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of EPHI that the UFCW Trust creates, receives, maintains or transmits on behalf of the Plan;
- Ensure that the adequate separation between the Plan and the UFCW Trust described above is supported by reasonable and appropriate security measures;
- Ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the UFCW Trust with respect to such PHI;
- Ensure that any agent to whom it provides EPHI shall agree, in writing, to implement reasonable and appropriate security measures to protect the EPHI;
- Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the UFCW Trust;
- Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- Report to the Plan Administrator any security incident of which it becomes aware;
- Make PHI available to an individual in accordance with HIPAA's access requirements;
- Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;

- Make available the information required to provide an accounting of disclosures;
- Make internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA;
- If feasible, return or destroy all PHI received from the Plan that the UFCW Trust still maintains in any form, and retain no copies of such PHI when no longer needed for the purposes for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible);
- To use reasonable and appropriate security measures to protect the security of all PHI, including EPHI, and to support the separation between the Plan and the UFCW Trust, as needed to comply with the HIPAA Security Standards.

## **XVI. ADMINISTRATION OF THE PLAN**

### GENERAL PLAN INFORMATION

<b>Name of Plan:</b>	Alaska United Food and Commercial Workers Health Reimbursement Arrangement
<b>Effective Date:</b>	May 1, 2018
<b>Name, address, and telephone number of the Plan Sponsor:</b>	The Board of Trustees of the United Food and Commercial Workers Health Reimbursement Arrangement
<b>Name, address, and telephone number of the Plan Administrator:</b> The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to	Welfare & Pension Administration Service, Inc.  <i>Mailing Address:</i> P.O. Box 34203 Seattle, WA 98124-1203

make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.	<i>Physical Address:</i> 7525 SE 24 <sup>th</sup> Street, #200 Mercer Island, WA 98040  Phone: (800) 478-8329 or (206) 441-7574
<b>Agent for Service of Legal Process:</b>	Jermain, Dunnagan & Owens, P.C. 3000 A Street, Suite 300 Anchorage, AK 99503
<b>Sponsor's federal tax identification number:</b>	EIN 60-6003453
<b>Plan Number:</b>	001
<b>Plan Year:</b>	January - December
<b>Third Party Administrator:</b>	Towers Watson 10975 South Sterling View Drive South Jordan, UT 84905 (888) 578-3805 <a href="http://Medicare.OneExchange.com/Employer">Medicare.OneExchange.com/Employer</a>
<b>Claims Submission Agent:</b> All reimbursement forms, and supporting documentation, must be provided to the Claims Submission Agent. Forms should not be mailed to the Third Party Administrator.	Towers Watson P.O. Box 981155 El Paso, TX 79998-1155 Fax: 855-321-2605
<b>ERISA Claims Appeal Contact:</b>	Attn. Appeals WPAS, Inc. P.O. Box 34203 Seattle, WA 98124-1203 (800) 478-8329 Ext. 3500 <a href="mailto:hcampbell@wpas-inc.com">hcampbell@wpas-inc.com</a>
<b>Funding:</b>	Benefits are paid from the Trust's general assets. There is no trust or other fund from which benefits are paid.

The Plan Administrator shall be responsible for the administration and interpretation of the Plan.

In determining the eligibility of participants for benefits and in construing the Plan's terms, the Plan Administrator has the power to exercise discretion in the construction or interpretation of terms or

provisions of the Plan, as well as in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which it is deemed appropriate, the Plan Administrator may, but is not required to, evidence:

- (i) The exercise of such discretion; or
- (ii) Any other type of decision, directive or determination made with respect to the Plan, in the form of written administrative rulings, which, until revoked, or until superseded by Plan amendment or by a different administrative ruling, shall thereafter be followed in the administration of the Plan.

All decisions of the Plan Administrator made on all matters within the scope of his authority shall be final and binding upon all persons, including the Alaska UFCW, any trustee, all participants, and their heirs and personal representatives, and all labor unions or similar organizations representing participants. It is intended that the standard of judicial review to be applied to any determination made by the Plan Administrator shall be the “arbitrary and capricious” standard of review.

Any discretionary acts taken under this Plan by, the Plan Administrator or the Alaska UFCW, shall be uniform in their nature and shall be applicable to all participants similarly situated, and shall be administered in a nondiscriminatory manner in accordance with the provisions of the Employee Retirement Income Security Act of 1974, as amended, (ERISA) and the Internal Revenue Code (the Code).

The records of the Plan Administrator and the Alaska UFCW shall be conclusive in respect to all matters involved in the administration of the Plan except as otherwise provided herein or by law.

The Alaska UFCW shall pay all costs and expenses incurred in administering the Plan.

The Plan shall be construed, whenever possible, to be in conformity with the requirements of the Code and ERISA. To the extent not in conflict with the preceding sentence, the construction of the Plan shall be governed by the laws of the State of Alaska.

## **XVII. FURTHER INFORMATION**

### **A. Limitation Regarding Employment**

Neither the existence of the Plan nor the fact that an Employee has become a Participant of the Plan shall give any person any right to continued employment. Further, the Alaska UFCW may make decisions relating to an Employee's employment without regard to the effect that such decisions may have on the Employee's rights under the Plan.

### **B. No Interest or Earnings**

No interest or earnings of any type shall accrue, be credited to, or be payable on any amounts that are credited on behalf of a Participant under the Plan or any supplement thereto.

### **C. Severability**

In case any Plan provisions shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions, and the Plan shall be construed and enforced as if such illegal and invalid provisions had never been set forth in the Plan.

### **D. Internal Revenue Service (IRS) Regulations**

The Participant is responsible for ensuring the expenses submitted for reimbursement under this program meet all of the eligibility requirements set forth under the Internal Revenue Service

regulations. Deliberately providing false information could result in penalties imposed by the Internal Revenue Service.

**E. Missing Person**

If, 5 years after any amount becomes payable by the Plan to a Participant, and the payment has not been claimed, provided due and proper care has been exercised by the Plan Administrator or those delegated authority in attempting to make such payment by providing notice at the participant's last known address, the amount of the payment shall be forfeited and shall cease to be a liability of the Plan. In such case, the amount forfeited shall be retained by the Alaska UFCW in its general assets.

**F. Non-Assignability**

No benefit under this Plan may be voluntarily or involuntarily assigned or alienated and any attempt to do so shall be void and unenforceable.

**G. Applicable Law**

This Plan and all rights under it shall be governed and construed in accordance with applicable federal law and, to the extent not preempted by federal law, with the laws of the State of Alaska. Venue shall lie in Alaska for any dispute arising under this Plan. Any Plan provision which on its effective date conflicts with the statutes of the jurisdiction of Alaska, is hereby amended to conform to the minimum requirements of those statutes.

**XVIII. PARTICIPATION BY ASSOCIATED COMPANIES  
AND ORGANIZATIONS**

Upon specific authorization and subject to any terms and conditions it may wish to establish, the Board of Trustees may permit eligible employees of subsidiaries and affiliated organizations to participate in this Plan. Employee eligibility within these participating

companies may be limited to certain employee subsets, as identified in Appendix C. In addition, eligible subsets of employees must satisfy all eligibility provisions otherwise provided by this Plan.

The term “Alaska UFCW” and other similar words shall include Alaska UFCW Retiree Health Fund and such affiliated organizations. The term “employee” and other similar words shall include any eligible employee of these companies.

## **XIX. MODIFICATION AND TERMINATION OF THE PLAN**

This Plan is intended to be permanent. However, to the extent permitted by applicable federal and state law and with respect to benefits for retired members and their dependents, the Board of Trustees has the authority to amend, alter, or change the benefits or terminate the Plan at any time. Any amendment or termination shall be by a vote of the Trustees according to the terms of the Amended Agreement and Declaration of Trust of Alaska United Food and Commercial Workers Health and Welfare Trust. Any amendment or termination shall be made in writing and shall not adversely affect the payment of claims which were incurred before adoption of the amendment or termination. In the event of Plan termination, any and all monies and assets remaining in the Plan after payment of expenses shall be used to continue the benefits provided by the then existing benefit plans, until these monies and assets have been exhausted. Any and all retiree monies and assets remaining in the Plan shall be used for the continuance of the benefits provided by the then-existing benefit plans, until such retiree monies and assets have been exhausted.

## **APPENDIX A - DEFINITIONS**

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

“**Covered Dependent**” means a legal spouse who is considered a “dependent” under the Internal Revenue Code.

**“Alaska UFCW”** means Alaska UFCW Retiree Health Reimbursement Arrangement and all affiliated organizations participating in the Plan, as set forth in Section XVI.

**“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as amended.

**“HRA”** or **“Account”** means the recordkeeping account established by the Plan Administrator and credited with Alaska UFCW HRA Dollars which Participants may use to receive reimbursement of eligible health insurance premiums. No money shall actually be allocated to any individual Participant HRA; all such Accounts shall be of a memorandum nature, maintained by the Plan Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Account.

**“UFCW HRA Dollars”** means any amount that the Alaska UFCW, in its sole discretion, may have contributed on behalf of each Participant to provide benefits for such Participant and their Covered Dependents, if applicable, under the Plan. Effective May 1, 2018, no additional employer contributions will be made under this Plan into any HRA. In no event will any employer contributions be disbursed to a Participant in the form of additional, taxable compensation.

**“Participant”** means any person who has a balance in an HRA under this Plan as of May 1, 2018.

**“Plan”** means the Alaska UFCW Retiree Health Reimbursement Arrangement.

**“Plan Year”** shall be the period of coverage from January 1, through December 31 of the same year.

**“Retiree”** means a former Alaska UFCW employee eligible for benefits under the UFCW Retirement Plan. Retiree shall not mean

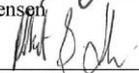
in any instance any current active employee, including rehires, of the Alaska UFCW.

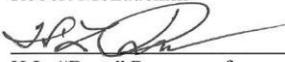
“Spouse” means an individual who is legally married to a Participant and who is treated as a spouse under the Code. The term “spouse” shall also include a common law spouse established under the laws of a state in which common law marriage is legal and for which member can provide confirmation of such common law marriage.

The undersigned Trustees have read and approved the above Summary Plan Description and Plan Document this 11<sup>th</sup> day of March, 2019.

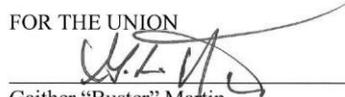
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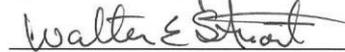
  
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Frank Jorgensen

  
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Robert McLauchlin

  
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H.L. “Buzz” Ravenscraft

FOR THE UNION

  
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Gaither “Buster” Martin

  
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Walter E. Stuart

  
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Silvana Tirban

