

**AMENDMENT NUMBER TWENTY  
TO THE OPERATING ENGINEERS LOCAL 139 HEALTH BENEFIT FUND  
SUMMARY PLAN DESCRIPTION/PLAN DOCUMENT, 2020 EDITION**

The Operating Engineers Local 139 Health Benefit Fund has adopted the following change to the Summary Plan Description/Plan Document, 2020 Edition.

As part of a comprehensive review of the Summary Plan Description, the following technical amendments are made retroactive to January 1, 2025:

1. On page 4 of the SPD, in the section entitled “Your Dependents,” the second bullet point of the second paragraph in column one is replaced in its entirety as follows:
  - The last day of the month following termination allowed by federal law.
2. On page 25 of the SPD, the second paragraph in the second column under the “COBRA Continuation Coverage” section is amended as follows:

COBRA continuation coverage will be identical to the coverage you had under the Plan before the COBRA continuation coverage qualifying event; with the exception that you are not eligible to continue coverage for Loss of Time, Death, HRA, Pre-Funding, and AD&D benefits (or dental and vision benefits if you elect medical benefits only). Both COBRA elections will include your continued enrollment in the HRA and access to the existing HRA balance, however, no new contributions may be made to the HRA.

3. On page 28 of the SD, the fifth bullet of the “HRA Highlights” box is amended as follows:

Payments for coverage—including self-payment contributions to continue coverage when you are not working enough hours, COBRA continuation coverage self-payments, retiree coverage self-payment contributions (excluding Medicare Part A or B coverage), and post-tax premiums your spouse pays for other coverage.
4. On page 29 of the SPD, add a sentence at the end of the last paragraph of the “Continued Eligibility” section as follows:

Additionally, the HRA may not be used to pay for Medicare Part A or B coverage.

5. On page 30 of the SPD, add a sentence to the end of the fourth bullet of the “Life Events” section as follows:

The HRA may not be used to pay for Medicare Part A or B coverage.

6. On Page 33 of the SPD, the third and fourth arrows of the first bullet point of the “Eligible Health Care Expenses” section is replaced in its entirety as follows:

- For retiree coverage, excluding Medicare Part A and B coverage;
- That you and/or your spouse pay for other group coverage, such as employer insurance or group policy insurance; and

7. On page 34 of the SPD, add to the first bullet the following: excluding Medicare Part A

and B coverage.

8. On page 46 of the SPD, the first sentence of the “Speech Therapy” section is replaced in its entirety as follows:

The Plan provides coverage only for rehabilitative speech therapy (*i.e.*, habilitative speech therapy is not covered) provided the treatment is:

9. On page 46 of the SPD, add a sentence to the end of the first paragraph of the “Mental Health and Substance Abuse” section as follows:

There is no requirement to first use the EAP prior to receiving other mental health or substance use disorder treatment.

10. On page 49 of the SPD, the first bullet point in the first column is amended to replace \$200 with \$300.

11. On page 49 of the SPD, strike the bullet point at the top of the second column.

12. On page 50 of the SPD, ¶ 14 of the “Comprehensive Medical Benefit Exclusions and Limitations” is replaced in its entirety as follows:

Maternity services for Dependent children, except an Emergency Service required by the federal law known as the No Surprises Act.

13. On page 51 of the SPD, ¶ 23 of the “Comprehensive Medical Benefit Exclusions and Limitations” is replaced in its entirety as follows:

Speech Therapy, unless it is rehabilitative in nature, such as for certain stroke, head injury or situational mutism conditions.

14. On page 51 of the SPD, ¶ 32 of the “Comprehensive Medical Benefit Exclusions and Limitations” is replaced in its entirety as follows:

Treatment of organic brain diseases, such as dementia and Alzheimer's.

15. On page 56 of the SPD, the Rehabilitation bullet point under the section entitled “Transplant Benefit Exclusions and Limitations” is replaced in its entirety as follows:

- Rehabilitation: the Plan will not cover rehabilitation if not medically necessary in relation to the transplant

16. On page 56 of the SPD, a new bullet point is added to section entitled “Transplant Benefit Exclusions and Limitations” as follows:

- Second Transplant:
  - A second transplant of the same organ is not covered where failure of the first transplant is caused, in whole or in part, by your failure to adhere to transplant protocol, including, but not limited to, failure to take medications.

17. On page 61 of the SPD, add two sentences after the first sentence of the “Dental Benefit Exclusions and Limitations” as follows”

For example, you may opt out of the dental coverage. In that situation, your dental expenses would not be covered.

18. On page 61 of the SPD, a new bullet point is added to section entitled "Dental Benefit Exclusions and Limitations" as follows:

- Invisalign.

19. On page 63 of the SPD, add two sentences after the first sentence of the "Vision Benefit Exclusions and Limitations" as follows"

For example, you may opt out of the vision coverage. In that situation, your vision expenses would not be covered.

20. On page 68 of the SPD, the fourth bullet point of the "General Plan Exclusions and Limitations" is replaced in its entirety as follows:

Dependent child pregnancy, except an Emergency Service required by the federal law known as the No Surprises Act.

21. On page 92 of the SPD, strike the following sentence from the definition of "Extended Care Facility":

However, any institution that operates primarily for the care of mental diseases or tuberculosis is not considered to be an Extended Care Facility.

Effective May 31, 2025, on page 12 of the SPD directly above Service Credit the following language is added:

If you are/were an owner of an Employer and have retiree coverage following active coverage under a Non-Bargaining Unit or Alumni Agreement, your retiree coverage will terminate the first day of the month after the Employer ceases to be bound by a collective bargaining agreement with the Union.

Effective January 1, 2025, the Summary of Benefits, Loss of Time Benefits, Weekly Benefit, is amended to replace \$325 with \$370.

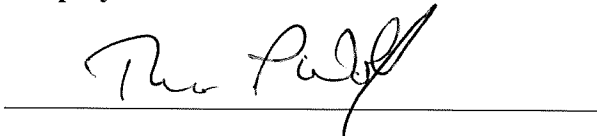
**Union Trustees**



2-20-25

Dated

**Employer Trustees**



2-20-25

Dated