ELECTRICAL WORKERS LOCAL NO. 292
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION

AMENDED AND RESTATED AS OF MAY 1, 2017

I.B.E.W. LOCAL 292 FUND OFFICE
6900 WEDGWOOD ROAD NORTH
SUITE 425
MAPLE GROVE, MN 55311
(763) 493-8830 or (800) 368-9045 (phone)
(763) 416-6196 (fax)

To All Participants:

As Trustees of the Electrical Workers Local No. 292 Supplemental Unemployment Benefit Plan (the “Plan"), we are pleased to provide you with this combined Plan Document and Summary Plan Description (the “Summary Plan Description”). It explains the important features of the Plan. We encourage you to read this Summary Plan Description carefully and keep it with your important papers for future reference.

The Union and Association established this Plan on May 1, 1997 for employees working under collective bargaining agreements to help provide financial security to you and your family in the event you become unemployed.

You, your beneficiaries, or your authorized representative may examine certain documents relating to the Plan during regular business hours or by appointment at the following locations:

I.B.E.W. Local 292 Fund Office
6900 Wedgwood Road North, Suite 425
Maple Grove, MN 55311
(763) 493-8830

I.B.E.W. Local No. 292
Labor Center
312 Central Avenue, Room 292
Minneapolis, MN 55414
(612) 379-1292

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the staff at the Fund Office. If you have any questions about the Plan, contact the Fund Office.

Sincerely,

Board of Trustees

THE BOARD OF TRUSTEES

Union Trustees

Mr. Peter Lindahl, **Chairman**
I.B.E.W. Local 292
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Suite 292
Minneapolis, MN 55414

Mr. Dan Ferguson
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Braintree, MA 02184

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SECTION 1 ELIGIBILITY AND PARTICIPATION

1.1. ELIGIBILITY FOR CONTRIBUTIONS

To be eligible for employer contributions to the Plan, you must:

1. Work under a collective bargaining agreement or participation agreement requiring your employer to make contributions to the Plan for hours worked by its employees; and

2. Be eligible to receive contributions under the Electrical Workers Local No. 292 Defined Contribution and 401(k) Plan (the "Defined Contribution Plan") or under a similar plan under the Electrical Industry Pension Reciprocal Agreement.

You are neither required nor permitted to make contributions to the Plan yourself.

1.2. ELIGIBILITY FOR BENEFITS

To be eligible to receive a Plan benefit, you must satisfy the eligibility requirements for the particular benefit as described later in this Summary Plan Description.

1.3. UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 ("USERRA")

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects the reemployment rights and benefits of civilian employees who enter the military "for a brief, non-recurrent period, and have no expectation of significant continuing military service."

This protection extends to employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five years or less. "Uniformed military service" includes: active duty, active duty for training, initial active duty, full-time National Guard duty, and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service. Uniformed services include the Army, Navy, Air Force, Marine Corps, or Coast Guard, Reserve Units of those groups, the Army and Air National Guards, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in a time of war or emergency.

When you are away from covered employment due to uniformed military service covered by this law and return timely to work for a contributing employer, your Plan benefits will be protected as follows:

- No permanent break in service may occur as a result of military service,
- No forfeiture of benefits already accrued is allowed, and
- There is no need to requalify for participation in the Plan due to absence for military service.

You will not, however, be eligible to receive Plan contributions for the period that you are on military duty.

1.4. MILITARY SERVICE

If you will be entering military service, you must notify your employer and the Fund Office in writing on a form available from the Plan Administrator. You must attach a copy of your deployment orders to the completed form and return it to the Fund Office before you enter military service.

Upon your return. When you return from military service, you must notify the Fund Office. You will forfeit any protected Plan benefits unless you return to work within the following time limits:

1. If the length of your military service is less than thirty-one (31) days, you must return to work the next work day following discharge (with an eight (8) hour rest period);

2. If the length of your military service is more than thirty (30) days but less than 181 days, you must return to work within fourteen (14) days of discharge; or

3. If the length of your military service is more than 180 days but not more than five (5) years, you must return to work within ninety (90) days of discharge.

Within fourteen (14) days after returning to work, you must also furnish the Fund Office with copies of your discharge papers showing the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not. If you did not receive an honorable discharge (or if the length of your military service was more than five (5) years), you will not be entitled to the protections listed above.

SECTION 2 YOUR INDIVIDUAL ACCOUNT

2.1. YOUR INDIVIDUAL ACCOUNT

All employer contributions made to the Plan are combined in a single trust fund for investment purposes. Even so, the Plan keeps records of contributions made on your behalf as if contributions made on your behalf were held separately. This separate accounting is known as your “Individual Account”.

The Fund Office will mail an Individual Account statement quarterly to each participant whose Individual Account received employer contributions during the previous calendar quarter and yearly to all other participants. If you notice an error on your account statement, contact the Fund Office immediately.

2.2. ADJUSTMENTS TO YOUR INDIVIDUAL ACCOUNT BALANCE

Your Individual Account balance will be adjusted to reflect your share of investment gains (or losses). It will also be reduced to reflect:

- Your share of administrative expenses;
- Your share of charges for maintaining reasonable reserves to cover future Plan expenses, which the Trustees are authorized to maintain; and
- Plan benefits paid to you (dollar-for-dollar).

2.3. VESTING IN THE PLAN

Your Individual Account is 100% vested and generally cannot be taken away from you.

SECTION 3 SUPPLEMENTAL UNEMPLOYMENT BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

3.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Supplemental Unemployment Benefit for a particular week, you must:

1. Have received at least $1,200 in employer contributions to your Individual Account between the last time that your Individual Account balance was $25 or less and the week;

2. Be a 2nd General Foreman, General Foreman, Foreman, CS/Welder/Tech 1 & 2, Journeyman Wireman, or an Apprentice (except for Apprentices in their first period), or Apprentices who are also participants in the Electrical Workers Local No. 292 Defined Contribution and 401(k) Plan.

3. Be actually unemployed for the week; and

4. Include the following in your application:

    a. Documentation verifying that you received a state unemployment benefit payment for the week. If you received unemployment benefits from the State of Minnesota, you must submit a true and accurate printout of the "General Information" and "Payment Information" screens from the Minnesota Unemployment Insurance website. If you received unemployment benefits from a state other than Minnesota, you must submit a copy of the stub from the state unemployment benefit check covering the week (and, if not otherwise shown, additional documentation from the state unemployment office showing that the check relates to the week); or

    b. All of the following:

        i. Proof of unemployment for the week (such as proof of availability for work in the Union's jurisdiction for the week);

        ii. A copy of a stub from a state unemployment benefit check covering any week of unemployment within the last six (6) months (and, if not otherwise shown, additional documentation from the state unemployment office showing that the check relates to *that* week); and

        iii. A true statement that you are ineligible for state unemployment compensation benefits ("State Benefits") for the week only because your current period of unemployment began after a period of reemployment that was too short to qualify for State Benefits or because you exhausted the duration of State Benefits within the prior twenty-six (26) weeks.

If you are ineligible for State Benefits for the week for another reason (such as a labor dispute which, by State law, precludes payment of State Benefits or because you are not actively seeking and able to work or because you are receiving disability benefits), you will not be eligible for the Supplemental Unemployment Benefit.

3.2. AMOUNT OF THE BENEFIT

The Supplemental Unemployment Benefit is $250 per week (prior to applicable tax withholding).

SECTION 4 SUPPLEMENTAL DISABILITY AND WORKERS COMPENSATION BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

4.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Supplemental Disability and Workers Compensation Benefit for a week, you must be:

1. Disabled and have been receiving Loss of Time Benefits for the past six (6) weeks under the I.B.E.W. 292 Health Care Plan (the "Health Care Plan") or under an I.B.E.W./NECA health care plan that has entered into a reciprocal agreement with the Health Care Plan; or

2. Receiving workers compensation benefits for the week (after having been Disabled for the prior six (6) weeks).

4.2. AMOUNT OF THE BENEFIT

The Supplemental Disability and Workers Compensation Benefit is $250 per week (prior to applicable tax withholding) until your account balance reaches the minimum of $25.

4.3. WHEN PAID

Payment of Supplemental Disability and Workers Compensation Benefits will commence with regard to the seventh (7th) week of your Disability.

SECTION 5 HOLIDAY BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

5.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Holiday Benefit, which is paid by way of a check issued on or around December 31 of a given year, you must have had an Individual Account balance of at least at least $5,500 on October 31 of that year.

5.2. AMOUNT OF THE BENEFIT

The amount of the Holiday Benefit is $300 (prior to applicable tax withholding).

SECTION 6 SEVERANCE BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

6.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Severance Benefit, employer hours must not have been submitted on your behalf in any of the last four (4) consecutive work months to any of the following plans: the Defined Contribution Plan, the Health Care Plan, and the Electrical Workers Local No. 292 Pension Plan (the "Pension Plan") or working in the Disqualifying Employment. Disqualifying Employment for purposes of this subsection (A) means employment or self-employment that is (i) in an industry covered by the Plan when the Participant requests benefits, (ii) in the geographic area covered by the Plan when the Participant requests benefits, and (iii) in any occupation in which Plan Participants work (including, but not limited to electrical positions and Alumni Employee positions)

1. The term "industry covered by the Plan" means the electrical industry and any other industry in which Employees covered by this Plan were employed.

2. The geographic area covered by the Plan is the State of Minnesota plus the remainder of any Standard Metropolitan Statistical Area which falls partially within any of those states. This geographic area may be changed by the negotiation in future Contribution Agreements, which require Employer Contributions to be made to the Plan.

6.2. AMOUNT OF THE BENEFIT

The amount of the Severance Benefit will be equal to your Individual Account Balance.

SECTION 7 RETIREE HEALTH PLAN SELF-CONTRIBUTION BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

7.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Retiree Health Plan Self-Contribution Benefit, you must owe self-contributions for retiree coverage under the Health Care Plan and have exhausted your Health Care Plan Premium Credit Account. If you are eligible, you will automatically receive this benefit until the earlier of your death or the exhaustion of your Individual Account.

Even so, you will be ineligible for this benefit at any time that your health coverage under the Health Care Plan is suspended.

7.2. AMOUNT OF THE BENEFIT

The amount of the Retiree Health Plan Self-Contribution Benefit will be up to the amount of the required Health Care Plan self-contribution and will reduce your required Health Care Plan self-contribution dollar-for-dollar.

SECTION 8 DEATH BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

8.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Death Benefit, you must have a balance in your Individual Account at the time of your death and your beneficiary must provide a certified copy of your death certificate.

Any part of your Plan Individual Account that is not claimed by your beneficiary will be forfeited.

8.2. BENEFICIARIES

Named Beneficiary. If you named a beneficiary in the enrollment forms for the Plan, that person will be entitled to the Death Benefit. If you did not do so, but named a beneficiary under the Health Care Plan, that person will be entitled to the Death Benefit. A designation that names a person as a Beneficiary and states that the person is the Participant's spouse will automatically become ineffective upon legal dissolution of the Participant's marriage to that person.

Default Beneficiary. If you did not name a beneficiary in either case (or if all such named beneficiaries die before you do), the beneficiary of the Death Benefit will be all the individual(s) (in equal shares) in the first of the following classes of people that has at least one member:

1. Your spouse;
2. Your children;
3. Your parents; or
4. Your estate.

For example, if you are married at the time of your death, your spouse would be the default beneficiary. However, if you are not married and do not have any children at the time of your death, your surviving parent(s) would be the default beneficiary or beneficiaries.

8.3. AMOUNT OF BENEFIT

The amount of the Death Benefit is up to the amount in your Individual Account at the time of your death (prior to applicable tax withholding).

SECTION 9 FAMILY AND MEDICAL LEAVE BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

9.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Family and Medical Leave Benefit for a week, at least $1,200 in employer contributions must have been credited to your Individual Account since the last day on which your Individual Account balance was $25 or less. You must also:

1. Not be entitled to receive State unemployment compensation benefits for the week;

2. Be on an unpaid leave of absence from your employer for the week; and

3. Spend the week caring for:

   A. A child recently: (i) born to you or your spouse; (ii) adopted by you; (iii) placed with you for adoption; or (iv) placed with you as a foster child, (and you must provide proof of the pregnancy, birth, adoption, or placement, as the case may be); or

   B. Your spouse, child, or parent (a "Family Member") who has an illness, injury, impairment, or physical or mental condition involving in-patient care or continuing treatment by a health care provider (a "Serious Health Condition"), and you must provide medical certification that you are:

      a. Providing direct care to a Family Member who is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety or is unable to transport himself or herself to the health care provider;

      b. Providing psychological comfort and reassurance which would be beneficial to the Family Member with a Serious Health Condition who is receiving inpatient or home care; or

      c. Filling in for others who are caring for the Family Member or making arrangements for changes in the Family Member's care.

9.2. AMOUNT OF THE BENEFIT

The Family and Medical Leave Benefit is $250 per week. If your eligible leave lasts a portion of a week, the amount of the benefit for that week will be reduced pro rata based on a five (5) day work week and an eight (8) hour day.

The maximum length of the Family and Medical Leave Benefit will be eight (8) weeks in any twelve (12) month period. If you take a portion of a week or weeks, the maximum length of the benefit will be extended accordingly. In no case will more than $2,000 in Family and Medical Leave Benefits be paid to a person in any twelve (12)-consecutive-month period.

SECTION 10 HEALTH CARE SELF-CONTRIBUTION BENEFIT

Please see the section of this Summary Plan Description entitled "Claims Procedure" for information about claiming this benefit.

10.1. ELIGIBILITY FOR THE BENEFIT

To be eligible for the Health Care Self-Contribution Benefit you must:

1. Have exhausted your Health Care Plan Premium Credit Account;

2. Be eligible to make self-contribution payments for coverage under the Health Care Plan; or

3. Be registered on the out-of-work list.

Receipt of unemployment compensation does not make you ineligible to receive this benefit.

10.2. AMOUNT OF THE BENEFIT

The amount of the Health Care Self-Contribution Benefit will be up to the amount of the required Health Care Plan self-contribution (prior to applicable tax withholding) and will reduce your required Health Care Plan self-contribution dollar-for-dollar.

SECTION 11 CLAIMS PROCEDURE

11.1. TRUSTEE AUTHORITY

The Trustees have the authority to determine eligibility for benefits and to construe the terms of this Summary Plan Description, the Trust Agreement, and all other Plan documentation. The Trustees' interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decision will be upheld unless it is determined to be arbitrary or capricious.

11.2. APPLYING FOR BENEFITS

You (or in the case of the death benefit, your spouse or beneficiary) must file a written application with the Fund Office in order to receive benefits, except as otherwise stated in this Summary Plan Description. Application forms are available from the Fund Office. A completed application form and all necessary documentation (including any items specific to the benefit for which you are applying) must be delivered to the Fund Office and approved by the Plan before any benefits will be paid.

APPLICATIONS FOR THE	ARE DUE
Death Benefit	For reimbursements, within ninety (90) days of incurring the medical expense
Family and Medical Leave Benefit	Within thirty (30) days of the date the leave begins
Holiday Benefit	The December 1st immediately preceding the payout date
Retiree Health Plan Self-Contribution Benefit	Not Applicable
Health Care Self-Contribution Benefit	Select for the Health Care Self-Contribution Benefit on your self-contribution notice from the I.B.E.W. 292 Health Care Plan and return by the due date listed
Severance Benefit	At any time
Supplemental Disability and Workers' Compensation Benefit	Within thirty (30) days of the date the Health Care Plan postmarks the check for Loss of Time benefits for the week in question
Supplemental Unemployment Benefit	Within six (6) months of the date you received the state unemployment benefit check for the week in question

11.3. CLAIM DENIALS

If your claim is denied, the Plan Administrator will notify you of the denial within ninety (90) days after the Fund Office receives the claim. The denial notice will state the specific reasons for the denial, refer to the Plan provisions relied upon in denying the claim, describe how to appeal the denial (including what additional information you must submit, and the reason it must be submitted, in order to appeal), and state your right to file a civil lawsuit if any appeal you file is ultimately denied.

11.4. APPOINTING AN AUTHORIZED REPRESENTATIVE TO ACT ON YOUR BEHALF

Another person may act on your behalf in pursuing a benefit claim or claim appeal, but only after you have delivered a signed letter to the Plan Administrator at the Fund Office specifically naming the person as your authorized representative. In any event, such a duly authorized representative will not have the right to make a personal appearance before the Board of Trustees or before any committee created by the Board of Trustees.

11.5. DEADLINE FOR FILING CLAIM APPEALS

You have the right to appeal a claim denial. Your claim appeal must be in writing and must be delivered to the Plan Administrator at the Fund Office address indicated below within 180 days after you receive the claim denial notice. A claim appeal filed after that deadline will be denied for failure to file timely.

Jody Roe, Plan Administrator
Electrical Workers Local No. 292
Fringe Benefit Plans
6900 Wedgwood Road North
Suite 425
Maple Grove, MN 55311

11.6. CLAIM APPEAL RIGHTS UNDER FEDERAL LAW

When appealing a claim denial, your rights under federal law including the following:

- You will have the opportunity to submit written comments, documents, records, and other information relating to the claim which you believe will support the claim but will not have the right to make a personal appearance before the Board of Trustees or before any committee created by the Board of Trustees.

- You will be given, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

- The review will take into account all comments, documents, records, and other information you submit related to your claim, whether or not they were submitted before the initial claim denial is issued.

- The review will be conducted by the Board of Trustees (or by a committee of Trustees appointed to consider claim appeals).

11.7. TIME FRAMES FOR APPEAL DECISIONS

The Trustees will review your appeal at their next regularly scheduled meeting after the Plan Administrator receives your appeal, unless the Plan Administrator receives your appeal within thirty (30) days of their next regularly scheduled meeting. In that case, the Trustees will review your appeal at their second regularly scheduled meeting after the Plan Administrator receives your appeal. If special circumstances require a further extension of time for processing, the Plan Administrator will notify you of the extension in writing (describing the special circumstances and the expected decision date) before the extension begins, and the Trustees will review the appeal no later than their third regularly scheduled meeting after the Plan Administrator receives your appeal. Once the Trustees review the appeal, the Plan Administrator will notify you of the appeal decision within five (5) days.

11.8. APPEAL DENIAL NOTICES

If your appeal is partially or completely denied, the appeal denial notice will be in writing and will:

- Provide the specific reason or reasons for the denial of the appeal;
- Refer to the specific Plan provisions on which the denial is based;
- State that you have the right to receive, upon request and free charge, reasonable access to and copies of all documents, records, and other information relevant to the claim; and
- State that you have the right to bring a civil action under Section 502(a) of ERISA.

SECTION 12 OTHER PLAN FEATURES

12.1. AMENDMENT AND TERMINATION

The Plan may be amended at any time by a written plan amendment signed by the Trustees. Among other things, the Plan may be amended to change the eligibility rules and any other provision of the Plan; to amend, increase, decrease, or eliminate benefits; and to partially or completely merge or terminate the Plan. All benefits under the Plan are subject to the Trustees' authority to change or terminate them.

No amendment or termination may have the effect of reducing account balances unless made to comply with the provisions of any laws, regulations, or orders that are now or will be in force.

In the event the Plan is terminated, you will be entitled to receive benefits according to the terms of the Summary Plan Description, the trust agreement, and federal law. Termination will not reduce or impair the vested benefit under the Plan as of the date of termination. Trust Fund assets will be used to satisfy outstanding obligations and costs of administration. If any residual assets remain, they will be distributed and applied consistent with the law and the purposes of the Plan but will not revert to any Association, Employer, or Union that is a party to the Trust Agreement.

12.2. RELEASE OF INFORMATION

You must provide the Fund Office with any required authorization for release of necessary information relating to any claim you have filed.

12.3. SEVERABILITY CLAUSE

If any provision or amendment to the Trust Agreement or the Plan should be determined or judged to be unlawful, such an illegality will apply only to the provision in question. It will not apply to any other provision of the Trust Agreement or the Plan unless such illegality would make it impractical or impossible for the Trust Agreement or the Plan to function.

12.4. PARTICIPANT RESPONSIBILITIES

Most information about this Plan is sent to you by mail. To ensure you receive this information, the Fund Office needs to have your correct address on file at all times. If you move, it is your responsibility to notify the Fund Office of your new address. You may request a change of address card by contacting the Fund Office.

12.5. PAYMENT OF BENEFITS TO A MINOR OR AN INCOMPETENT PERSON

If a guardian has been appointed by a court of competent jurisdiction for a minor or for an incompetent person no longer able to manage his own affairs, only that guardian may apply for benefits. No other person may apply for or accept benefits. If there is no court-appointed guardian, the Trustees, in their discretion, may make payment to a person or institution providing care for the minor or the incompetent. Payments so made will be a complete discharge of the Trustees' obligations and the Trustees will not be responsible for seeing to the application of the money so paid.

12.6. PAYMENT OF INACTIVE ACCOUNTS

The Plan may distribute your Individual Account balance if all of the following are true:

1. The balance is $1,200 or less;

2. No employer contributions have been made to the Plan on your behalf in the last five (5) years;

3. No Plan benefits have been paid out of your Individual Account in the last five (5) years.

If you are not a member of the Union, the five-year (5-year) period described above is reduced to six (6) months.

SECTION 13 PLAN INFORMATION

13.1. PLAN NAME

The name of the plan is the Electrical Workers Local No. 292 Supplemental Unemployment Benefit Plan (the "Plan").

13.2. PLAN NUMBER/TRUST IDENTIFICATION NUMBER

The number assigned to the Plan by the Trustees is 502. The Employer Identification Number ("EIN") assigned by the Internal Revenue Service to the Plan is 41-1876011.

13.3. TYPE OF PLAN/TAXATION OF BENEFITS

This Plan is a welfare benefit plan that provides the following benefits:

- Death Benefit
- Family and Medical Leave Benefit*
- Health Care Self-Contribution Benefit
- Holiday Benefit*
- Retiree Health Plan Self-Contribution Benefit
- Severance Benefit*
- Supplemental Disability and Workers Compensation Benefit*
- Supplemental Unemployment Benefit*

The benefit amounts stated in this Summary Plan Description do not reflect deductions for taxation. Applicable federal and state taxes will be withheld on benefit payments as required by law. As a result, the benefit amount you actually receive may be less than the benefit amount stated in this Summary Plan Description.

For the benefits marked with an asterisk (*) above, you could be subject to applicable tax as soon as you are eligible for the benefit (even if you do not apply for the benefit); in that case, you would be taxed as if you actually received the benefit when you became eligible for it.

13.4. PLAN ADMINISTRATION

Your Plan is administered by a joint labor-management Board of Trustees. The Board is divided equally between Trustees appointed by the Union and by the Association.

The names and addresses of the Trustees are shown near the front of this Summary Plan Description. The Plan Administrator the Trustees have hired to help administer the Plan is Ms. Jody Roe. Her contact information is shown near the front of this Summary Plan Description.

13.5. SERVICE OF LEGAL PROCESS

The agent the Trustees have appointed for service of legal process Ms. Jody Roe, Plan Administrator. Her contact information is shown near the front of this Summary Plan Description.

Service of legal process may also be made upon any of the Trustees.

13.6. PLAN YEAR

The plan year is a twelve (12)-month period beginning May 1 and ending April 30.

13.7. SOURCE OF CONTRIBUTIONS/PLAN PARTICIPATION

The Plan receives contributions from employers who have entered into collective bargaining agreements with the Union or into participation agreements with the Trustees that require contributions to the Plan. Those contributions are calculated according to a formula contained in such agreement that specifies a particular dollar amount to be contributed for each hour worked.

13.8. UNION

International Brotherhood of Electrical Workers Local Union No. 292 is a party to the Trust Agreement establishing the Plan's Trust Fund. The Union's address appears near the front of this Summary Plan Description.

13.9. ASSOCIATION

The Minneapolis Chapter of the National Electrical Contractors Association is a party to the Trust Agreement establishing the Plan's Trust Fund. The Association's address appears near the front of this Summary Plan Description.

13.10. EMPLOYERS AND EMPLOYEE ORGANIZATIONS

The Plan is maintained under one or more collective bargaining agreements between the Union and the Association. A copy of any collective bargaining agreement requiring contributions to the Plan is available upon written request to the Plan Administrator and is available for examination by Plan participants and beneficiaries at the Fund Office.

Plan participants and beneficiaries may receive from the Plan Administrator, upon written request, 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.

13.11. ACCUMULATION OF ASSETS / PAYMENT OF BENEFITS

Plan assets are held in a trust fund administered by the Board of Trustees. The Trustees are responsible for the selection of professional investment managers to prudently invest trust

assets. The Trustees are also responsible for the payment of benefits and administrative expenses. Benefits payable are limited to the amount of trust assets and to the participant's Individual Account balance at the time of payment.

SECTION 14 YOUR RIGHTS UNDER ERISA

As a Participant in the Plan, 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 the following.

14.1. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

You are entitled to 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 and 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 Benefit Security Administration.

Upon written request to the Plan Administrator, you are entitled to obtain 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 Plan Administrator may make a reasonable charge for the copies.

You are entitled to 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.

14.2. 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 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.

14.3. 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 thirty (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 Plan Administrator. If you have a claim for benefits which 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, for example, if it finds your claim is frivolous.

14.4. 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 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 Benefits 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.

SECTION 15 MEDICAL DATA PRIVACY AND SECURITY

15.1. INTRODUCTION

The U.S. Department of Health and Human Services has adopted regulations governing the Plan's use, disclosure, and security of your health information. The regulations arose from the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The new regulations require the Plan to adopt formal procedures and to tell you about these procedures in this Summary Plan Description. The information below discusses ways in which the Plan uses and discloses your health information.

Under HIPAA, the Plan is required by law to take reasonable steps to ensure the privacy and security of your personally identifiable health information and to tell you about:

1. The Plan's uses and disclosures of your Protected Health Information ("PHI");

2. Your privacy rights with respect to your PHI;

3. The Plan's duties with respect to your PHI;

4. Your right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and

5. The person or office to contact for further information about the Plan's privacy practices.

15.2. THE PLAN'S USE AND DISCLOSURE OF PHI

The Plan will use your Protected Health Information ("PHI") to the extent of and according to the uses and disclosures allowed by the Medical Data Privacy Regulations ("Privacy Regulations") and the Security Regulations ("Security Regulations") adopted under HIPAA, including for purposes related to *Payment and Health Care Operations*, and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was enacted February 17, 2009, as part of the American Recovery and Reinvestment Act of 2007.

The Plan may enter into agreements with other entities known as "Business Associates" to perform some of these functions on behalf of the Plan. Each Business Associate will be allowed to use and disclose only the minimum amount of PHI needed to perform the Business Associate's duties on behalf of the Plan. The Plan's agreements with its Business Associates will also meet the other requirements of the Privacy and Security Regulations.

15.3. USE OF PHI FOR PAYMENT AND HEALTH CARE OPERATIONS

Payment includes the Plan's activities to provide reimbursement for health care that has been provided. These activities include but are not limited to the following:

1. Determining eligibility or coverage under the Plan;

2. Adjudicating claims for benefits (including claim appeals and other benefit

payment disputes); and

3. Reviewing whether claims are payable under the Plan.

Health Care Operations can include any of the following activities:

1. Conducting quality assessment and improvement activities, including protocol development and related functions that do not include treatment;

2. Conducting or arranging for legal services and auditing functions, including fraud and abuse detection and compliance programs;

3. Planning and development; and

4. Management and general administrative activities of the Plan, including but not limited to:

    a. Managing activities related to implementing and complying with the Privacy Regulations;

    b. Resolving claim appeals and other internal grievances;

    c. Merging or consolidating the Plan with another plan, including related due diligence; and

    d. As permitted under the Privacy Regulations, creating de-identified health information or a limited data set.

While the Plan does not currently use or release PHI for all of these activities, it may do so in the future to perform health care operations of the Plan.

15.4. OTHER USES AND DISCLOSURES OF PHI

The Privacy Regulations permit certain other uses and disclosures of your PHI. These include, for example, releasing PHI to personal representatives of deceased covered persons, releasing PHI for public health activities, releasing PHI for court proceedings, and releasing PHI for law enforcement and similar purposes. If the Plan releases PHI in any of these other permitted situations, it will do so according to the requirements of the Privacy Regulations and HITECH.

The Privacy Regulations also permit the Plan to release PHI if it receives a valid authorization from you. If the Plan receives a valid authorization, the Plan will disclose PHI to the person or organization you authorize to receive the information. This may include, for example, releasing information to your spouse, to the Pension Plan, other retirement plans, vacation plans, or similar plans for the purposes related to administering those plans.

15.5. RELEASE OF PHI TO THE BOARD OF TRUSTEES

The Plan will disclose PHI to the Board of Trustees, which is considered the Plan Sponsor under the Privacy Regulations. The Plan has received a certificate from the Board of Trustees

that the Plan documents, including this Summary Plan Description, have incorporated the following provisions.

The Board of Trustees will receive and use PHI only for the Plan administration functions that the Trustees perform for the Plan. In addition, the Trustees will:

1. Not use or further disclose PHI other than as permitted or required by the Summary Plan Description or as required by law;

2. Ensure that any agents (such as Union and Association staff), including subcontractors, to whom the Board of Trustees provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Board of Trustees with respect to such PHI;

3. Not use or disclose PHI for employment-related actions and decisions unless authorized by the person who is the subject of the PHI;

4. Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by the person who is the subject of the information;

5. Report to the Plan any PHI use or disclosure that is inconsistent with the allowed uses or disclosures of which it becomes aware;

6. Make PHI available to a person who is the subject of the information according to the Privacy Regulations' requirements;

7. Make PHI available for amendment and incorporate any amendments to PHI according to the requirements of the Privacy Regulations;

8. Make available the PHI required to provide an accounting of disclosures;

9. Make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for the purposes of determining the Plan's compliance with the Privacy Regulations;

10. If feasible, return or destroy all PHI received from the Plan that the Trustees maintain in any form, and retain no copies of the PHI when no longer needed for the purpose 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); and

11. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) that they create, receive, maintain, or transmit on behalf of the Plan. The Trustees will report to the Plan any security incident of which it becomes aware.

15.6. TRUSTEE ACCESS TO PHI FOR PLAN ADMINISTRATION FUNCTIONS

As required under the Privacy Regulations, the Plan will give access to PHI only to the following persons:

1. The Board of Trustees (including alternate Trustees acting in lieu of non-alternate Trustees). The Plan will release PHI to the Trustees, and the Trustees will be able to use PHI, for purposes of hearing and determining claim appeals; making other determinations concerning claims payments; assisting covered persons with eligibility and benefit issues; Plan benefit design; amending, modifying and terminating the Plan; and Plan management issues; and

2. The Trustees' agents, such as union and employer association staff, only to the extent reasonable to assist the Trustees in fulfilling their duties consistent with the above uses and disclosures of PHI.

The disclosure of electronic PHI is supported by reasonable and appropriate security measures to the extent the above noted personnel access electronic PHI.

15.7. NONCOMPLIANCE ISSUES

If the persons described above do not comply with this Summary Plan Description, the Board of Trustees will provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

15.8. PLAN'S PRIVACY OFFICER AND CONTACT PERSON

As required by the Privacy and Security Regulations, the Plan has named a Privacy and Security Officer to oversee the Plan's compliance with the Privacy and Security Regulations. The Plan has also named a Contact Person to help answer your questions concerning the Privacy and Security Regulations and your PHI. You can also call the Contact Person if you have any complaints concerning the use or disclosure of your PHI. If you have any questions or complaints concerning your PHI, please contact the Plan Administrator and ask to speak with the Plan's Contact Person.