

**SUMMARY OF MATERIAL MODIFICATIONS
TO THE
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
OF THE
I.B.E.W. 292 HEALTH CARE PLAN
(2015 Restatement)**

IMPORTANT NOTICE TO PLAN PARTICIPANTS AND BENEFICIARIES

The Board of Trustees has amended the Plan. This notice summarizes the change and its effective date.

Amendment No. 10, Effective Date October 1, 2017.

Effective October 1, 2017 the Plan will allow an employee who goes to work for another AFL-CIO Union-affiliated employer to, with prior notice, retain retiree eligibility under certain circumstances.

Please retain this notice with your current copy of the Plan Document and Summary Plan Description and insert the attached slip pages 47,48, and 48A to replace the current page of the same number. If you have any questions about the Plan, contact the Fund Office at (763) 493-8830 or 1-800-368-9045

RETIREE COVERAGE

Retiree coverage in the Plan is not an "accrued benefit." The Trustees reserve the right, at any time and in their sole discretion, to increase the retiree contribution rate, to reduce plan benefit coverage for Retirees and their Dependents, and to completely terminate plan benefit coverage for Retirees and their Dependents. Depending upon which plan you choose at retirement, information will be provided to you by the Fund Office.

Retiree coverage may include medical, prescription drug, vision, and dental benefits, depending on when you retire, **but never includes loss of time benefits, accidental dismemberment benefits, life insurance and orthodontic and, other than restorative dental benefits, nonpreventative dental benefits.** Retiree dental benefits are a preventative care benefit only plus 10% of restorative of Delta Dental's amounts.

When an Eligible Employee retires, there are three alternative ways to continue plan coverage:

1. **Through COBRA Continuation Coverage.** Continuation Coverage is available for up to eighteen (18) months for you (or up to twenty-nine (29) months if you are disabled) and thirty-six (36) months for your Eligible Dependents, provided you make the correct COBRA continuation of coverage payments to the Fund Office on time. Refer to the "Coverage Under COBRA" section in this handbook for more information. An Eligible Employee who elects COBRA coverage at retirement, cannot be covered under Retiree Benefits when COBRA coverage ends.
2. **Through Self-Contributions.** If an Eligible Retiree and all Eligible Dependents reject the COBRA Continuation Coverage option and meet the additional requirements listed below, retiree benefits are available for you and your Eligible Dependents as long as you make the correct Self-Contributions on time.
3. **Through Medicare Supplements.** When an Eligible Employee is eligible for Medicare, the Eligible Employee may choose to augment his or her Medicare benefits through an array of supplemental programs provided through various insurance companies.

To be considered eligible for retiree benefits under this Plan, an Eligible Employee must retire on or after reaching age fifty-five (55), must not be on any out-of-work lists maintained by any local union affiliated with the I.B.E.W., must make any necessary Self-Contributions, and must:

1. Retire directly from employment covered by the Plan and after being an active Member covered under the Plan for at least two (2) of the five (5) consecutive years immediately preceding retirement; or
2. Retire directly from Alternative Employment after being an active Member covered under the Plan for at least fifteen (15) years and after working in Alternative Employment for at least two (2) of the five (5) consecutive years immediately preceding retirement;
3. With prior notice to the Plan, retire directly from working for a Union-affiliated employer after being an active Member covered under the Plan for at least two (2) of the five (5) years immediately preceding retirement; or
4. Retire directly from covered employment at any age because of a Permanent and Total Disability that occurred while covered under the Plan.

If you are on any out-of-work lists maintained by any local union affiliated with the I.B.E.W., you are not considered retired and are not eligible for retiree benefits under this Plan.

For purposes of eligibility for Retiree benefits:

1. An active Member is an individual who is in Covered Employment or who has a permanent and Total Disability.
2. Permanent and Total Disability means official written determination of the Social Security Administration that the Eligible Employee suffers from a mental or physical condition that qualifies you for disability benefits under the federal Social Security Act as amended (or would qualify you when any waiting period for those benefits expires). The Active Employee must provide the Fund Office a copy of the written determination of disability from the Social Security Administration. If an Eligible Employee establishes a Permanent and Total Disability, eligibility for retiree benefits will begin no sooner than the date the Fund Office receives that determination and will not be retroactive to any time before that date.
3. "Alternative Employment" means a position which is not covered by the Plan but which is (i) covered by a Collective Bargaining Agreement between the employer and the Union, or (ii) is within the electrical industry, with the employer being signatory to a Collective Bargaining Agreement with the Union, but only so long as the Eligible Member and his or her Eligible Dependents are continuously covered by a group health plan maintained by that employer and only so long as the Member maintained without interruption membership in the Union.
4. The Member also must advise the Plan prior to entering Alternative Employment and provide any information or evidence which the Plan may require to substantiate Alternative Employment.

Years Under the Plan

You must also have had at least five (5) Years Under the Plan, before retirement. Your Years Under the Plan will:

1. Be the equivalent of your Years of Credited Service under the Electrical Workers Local No. 292 Pension Plan, if your employment was covered by a Collective Bargaining Agreement requiring employer hourly contributions to this Plan;
2. Be the equivalent of your years of coverage under this Plan, if your employment was covered by a Collective Bargaining Agreement or other agreement requiring the employer to make monthly premium payments to the Plan;
3. Be the equivalent of your years in Alternative Employment as you substantiate to the Trustees' satisfaction, if you were employed in Alternative Employment. Periods of employment before your first participation in the Plan will be determined to be Alternative Employment or not regardless of whether you gave the Plan prior notice of entering alternative employment;

4. Be the equivalent of your years working for a Union-affiliated employer as you substantiate to the Trustees' satisfaction, if you were Participant in the Plan during the entire time you were employed by a Union-affiliated employer. You must give the Plan prior notice in order to maintain retiree eligibility; and
5. Also include years of coverage by the South Central Minnesota Electrical Workers Health and Welfare Fund, as you substantiate to the Trustees' satisfaction, if you were previously covered under the South Central Minnesota Electrical Workers Health and Welfare Fund and then became covered without interruption by this Plan due to the transfer of a portion of Local 343's territorial jurisdiction to Local 292 in 1998.