

**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 Document and Summary Plan Description ("SPD"). This notice summarizes the change and its effective date.

**Amendment No. 22, Effective Date July 12, 2019.**

The SPD was amended to clarify the eligibility provisions for reciprocity and excessive unemployment benefits.

**Amendment No. 23, Effective Date July 12, 2019.**

The SPD was amended to clarify the exclusion of all compound drugs, both prescription and nonprescription, from coverage under the Plan.

**Amendment No. 24, Effective Date July 12, 2019.**

The SPD was amended to provide that Retirees who opt-out of dental coverage under the Plan will not be permitted to re-enroll in the Plan's dental coverage in the future under any circumstances. Eligible dependents may elect dental coverage under the Plan even if the Retiree opts out of coverage, however eligible dependents are also subject to the onetime opt-out provision; eligible dependents who opt-out of coverage will not be permitted to re-enroll in the Plan's dental coverage in the future under any circumstances.

**Amendment No. 25, Effective Date July 12, 2019.**

The SPD was amended to provide that Retiree coverage for individuals and his/her dependents will not be suspended for individuals who return to work under Covered Employment and perform less than thirty-nine and one-half (39½) hours per month or less than six hundred (600) hours per year of work. Premium credits will be used to pay premium rates, and any excess premium credits received will be credited to the Plan's general operating fund.

Please retain this notice with your current copy of the Plan Document and Summary Plan Description and insert the attached slip pages 15, 15A, 28B, 91, 91A, 51, 51A, and 57 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.

rate, not above it. If you have any questions about the I.B.E.W. 292 contribution rate, please contact the Fund Office.

If you are not a bargaining unit member of I.B.E.W 292, to become eligible under this Plan, you must first accumulate six (6) months' worth of Premium Credits through employer contributions.

### **Minnesota Portability Plan**

If your home I.B.E.W. Local Union is a signatory to the Minnesota Portability Agreement and you are employed in the jurisdiction of another I.B.E.W. Local Union that is a signatory to the Minnesota Portability Agreement, the Minnesota Portability Agreement provides that your employer will report hours worked and send contributions to the plan situated in the jurisdiction of your home I.B.E.W. Local Union. The Minnesota Portability Agreement assures that you receive credit in this Plan, for all work you perform within the jurisdiction of another signatory I.B.E.W. Local Union. Alternatively, under the Minnesota Portability Agreement, you have the option to direct your employer to report hours to the fund situated in the jurisdiction of the local in which the work was performed. Those contributions will then be handled according to the provisions for reciprocity of contributions under the National Reciprocity Agreement.

### **Excessive Period of Unemployment Benefit**

Bargaining Unit Employees of Employers signatory to the Inside Agreement and their Eligible Dependents are entitled to the Excessive Period of Unemployment Benefit during any Period of Excessive Unemployment as defined by and subject to the following provisions:

- ◆ **Effective Date of Benefit.** A Premium Credit Reserve Pool is available for use on the first day of the Benefit Month following the month for which the Trustees of the Plan have made a determination that a Period of Excessive Unemployment exists. A Period of Excessive Unemployment will exist on the first day of the month immediately following the month in which, as of the end of the 16<sup>th</sup> day of the month, there are 375 or more Members on the hiring hall out of work book. Example: If on January 16<sup>th</sup> the hiring hall out of work book has 375 or more Members, Excessive Unemployment credits would commence on the February billing.
- ◆ **Eligibility Requirements.** Bargaining Unit Employees of Employers signatory to the Inside Agreement and their Eligible Dependents are eligible for the Excessive Period of Unemployment Benefit provided:
  - All accrued Premium Credits from the Bargaining Unit Employee's Premium Credit Account have been exhausted;
  - The Bargaining Unit Employee is in lay-off status and is actively seeking employment by evidence of being signatory to the Union's referral list;
  - The Bargaining Unit Employee is not working in the industry for a non-signatory employer and has not received permission from the Union to do so; and
  - The Bargaining Unit Employee has been Covered Under the Plan immediately prior to eligibility for the Excessive Period of Unemployment Benefit.

If you are not a bargaining unit member of I.B.E.W 292, you are not eligible to receive Excessive Period of Unemployment Benefits.

<p>Compound Drug Control Program:</p> <p><i>For more information on the Compound Drug Control Program, please contact Prime Therapeutics at 877-357-7463</i></p>	<p>Compound drugs, both prescription and nonprescription, are not a covered benefit under the Plan.</p>
<p>NOTE: Diabetic supplies such as glucose monitors, insulin, insulin hypodermic needles and syringes which can be purchased either directly and reimbursed by the Plan, or through the prescription drug program are subject to the prescription drug benefit limitations.</p>	

risk, or an abortion which is therapeutic in nature and has prior approval by the Plan Administrator).

18. Charges incurred by an Eligible Dependent Child for a vasectomy, tubal ligation or other sterilization procedure unless recommended by a Physician for therapeutic purposes.
19. Any expenses incurred for services, supplies or treatments that are not prescribed by a Physician or a nurse practitioner.
20. Drugs or medicines not legally dispensed by a registered pharmacist at a pharmacy according to the written prescription of a Physician.
21. Drugs or medicines prescribed by a Physician or nurse practitioner which are available as over-the-counter purchases (for example, aspirin, cough medicine or vitamins, nutritional supplements, cough medicine, Nicorette gum, cosmetics, soap, toothpaste, etc.).
22. Any and all compound drugs or medicines, whether prescription or nonprescription.
23. Any care or treatment of an Eligible Family Member provided by a person who is a relative in any way to the Eligible Employee, Eligible Retiree or Eligible Dependent who is receiving the care, or who ordinarily lives in the home of the Eligible Employee, Eligible Retiree, or Eligible Dependent who is receiving the care.
24. Any expense for physical therapy or any other type of therapy if either the prognosis or history of the individual receiving the treatment or therapy does not indicate to the Trustees a reasonable chance of improvement (except benefits provided under the Hospice Care Program).
25. Any charge for speech therapy (except as specifically stated in the "Covered Medical Expenses" section of this Summary Plan Description).
26. Special education or training provided to an Eligible Individual, regardless of the type or purpose of the education, the recommendation of the attending Physician, the qualifications of the attending Physician or the qualifications of the person providing the education (except for one course for diabetes management education up to the applicable lifetime maximum benefit for Non-Essential health benefits specified in the Schedule of Benefits).
27. Any charge for eye refractions, eyeglasses, contact lenses (except the first pair of contact lenses required following cataract surgery), or dental prosthetic appliances, including charges made for the fitting of any of these appliances, unless the service or supply was given as a result of non-occupational bodily injury which occurred while the individual was Covered Under the Plan or unless the service or supply is covered under the vision care or dental and orthodontia expense benefits.
28. Any expense for completing claim forms (or any forms required by the Plan for the processing of claims) by a Physician or other provider of medical services or supplies



29. Nursery charges beyond the hospitalization of mother and newborn child or after the end of the period for which the mother or newborn child is medically required to remain in the Hospital. In determining a mother's maximum period of medically required

**Option to Opt-Out of Retiree Dental Coverage**

If you are a Retiree who is seeking a different level of dental coverage than is provided under the Plan, you may elect to opt-out of the Plan’s dental coverage. This is a onetime opt-out provision, meaning you will not be permitted to re-enroll in the Plan’s dental coverage in the future under any circumstances. Eligible Dependents, however, may elect dental coverage under the Plan even if the Retiree opts out of coverage. Eligible Dependents who opt out of the Plan’s dental coverage are also subject to the onetime opt-out provision and will not be permitted to re-enroll in the Plan’s dental coverage in the future under any circumstances. If you would like to take advantage of this opt-out provision, you will be required to:

Notify the Plan Administrator in writing of your election to opt-out of dental coverage. Your earliest possible effective date of the opt-out under this provision will be the 1st day of the month following thirty (30) days of the Plan Administrator’s receipt of your written request to opt-out.

**Types of Retiree Coverage**

The types of coverage available to you and your Dependents will depend on when you Retire as follows:

<b>Pre-Medicare Retirees (Age 55 Through 64)</b>	You are able to continue your medical, prescription drug, vision and preventive dental coverage for yourself and Eligible Dependents. You may also continue restorative dental coverage equal to 10% of Delta Dentals’ allowed amount, up to a maximum of \$500 per Calendar Year.*
<b>Medicare-Eligible Retirees (Age 65 and Over)</b>	Your medical and preventive dental coverage is provided under Medicare Supplemental Plans provided by Blue Cross Blue Shield of Minnesota. You also have restorative dental coverage equal to 10% of Delta Dentals allowed amount, up to a maximum of \$500 per Calendar Year.*
<i>*The Calendar Year maximum does not apply to diagnostic and preventive dental care, dental exams, or dental cleanings for Eligible Individuals under age 18.</i>	

All benefit payments for restorative dental coverage charges incurred in a Calendar Year count against that Calendar Year maximum benefit for restorative dental coverage, including payments related to charges incurred while you were covered under the Plan as an active Employee and Retiree.

Preventive dental coverage not provided by a Medicare supplemental plan is provided by Delta Dental.

**Coverage for You and Your Eligible Dependents**

At the time of retirement, you may choose to continue coverage or to drop coverage for yourself and/or for your Eligible Dependents. If you choose to drop coverage and you are not covered under another health care plan at the time of your retirement, you may not enroll yourself or your Dependents for coverage under the Plan at a later date.

Your Spouse may continue coverage if you were married for the twelve (12) month period immediately preceding your retirement and you are not continuing your coverage after your



retirement. If you become married less than twelve (12) months before your retirement or after your retirement, your Spouse will be ineligible for coverage under the Plan.

an associate of arts degree related to the electrical industry.

Retiree coverage for you and your Dependents under this Plan will not be suspended if you return to work under Covered Employment and perform less than thirty-nine and one-half (39½) hours per month or less than six hundred (600) hours per year of work. In such case, premium credits will be used to pay premium rates. Any excess premium credits received will be credited to the Plan's general operating fund.

**Geographic Limits.** There are no geographic limits on these rules. They apply to work performed and to employers located in any geographical location whatsoever.

**Scope of Suspension.** Suspension of retiree coverage includes the following:

- ◆ Elimination of the entire balance in your Premium Credit Account;
- ◆ Elimination of any right to apply an account balance under the Electrical Workers Local No. 292 Supplemental Unemployment Plan towards payment of premiums for retiree coverage under this Plan;
- ◆ Termination of all coverage under this Plan for you and your Eligible Dependents; and
- ◆ Elimination of any discount on the cost of Self-Contributions for retiree coverage.

**Reinstatement.** Any suspension of retiree coverage is effective on the date you begin performing Prohibited Employment, regardless of when the Fund Office learns of the Prohibited Employment. The suspension is permanent. Even so, you may apply for reinstatement of the benefits suspended above, but only if the following two (2) conditions are satisfied:

1. You have permanently stopped performing any Prohibited Employment; and
2. The following number of months has passed since you last performed any Prohibited Employment:

A number of months equal to: (a) one plus; (b) the number of months you performed Prohibited Employment.

Any reinstatement granted by the Trustees will be effective prospectively only. Reinstatement will not, for example, restore your retiree coverage back to the date it was suspended. You will lose Premium Credits under your Retiree Coverage Premium Credit Account equal to the number of months you worked in Prohibited Employment.