

**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 changes and their effective dates.

**Amendment No. 38, Effective Date May 4, 2020.**

The SPD was amended to adopt the Department of Labor's regulations extending timeframes for electing Continuation Coverage, making Continuation Coverage payments, and notifying the Fund Office of a Social Security disability determination.

The Department of Labor designated the period from March 1, 2020 until sixty (60) days after the announced end of the National Emergency surrounding COVID-19, or other such date as announced by the Department of Labor, Internal Revenue Service, or Department of the Treasury, as the "Outbreak Period." During the Outbreak Period, the following timeframes are disregarded and will resume at the end of the "Outbreak Period."

- The sixty (60) day window in which individuals may elect Continuation Coverage;
- The forty-five (45) day deadline to make the first payment for Continuation Coverage;
- The thirty (30) day grace period to make subsequent monthly continuation of coverage payments; and
- The sixty (60) day window in which Persons must notify the Fund Office of a Social Security disability determination.

**Amendment No. 39, Effective Date July 15, 2020.**

The SPD was amended to continue the Self-Contributions rate at one-half (1/2) of the monthly Self-Contributions rate for the first coverage month after the month in which a Bargaining Unit Employee returns to Covered Employment from a Period of Excessive Unemployment, rather than the full Self-Contributions rate.

The SPD was amended to allow eligibility for retiree coverage to individuals who retire directly from employment as an electrical inspector or electrical instructor after being an active Member covered under the Plan for at least fifteen (15) years and continuously covered under an employer-sponsored group health plan.

The SPD was amended to clarify that medical policies and other documents in effect govern eligibility and benefits.

The SPD was amended to permit Retiree Coverage for Dependent Spouses at the Self-Contributions rate that the Retiree would have been charged for Retiree Coverage had he or she not predeceased their Dependent Spouse prior to obtaining Retiree Coverage, provided the Dependent Spouse maintained continuous coverage under the Plan prior to his or her eligibility for Retiree Coverage.

**Amendment No. 40, Effective Date September 15, 2020.**

The SPD was amended to permit a Member who is referred to a Contributing Employer, but who has no work hours for which employer contributions are due to the Plan to continue coverage under the Plan for two consecutive months without a lapse in coverage by application of the Member's Premium Credits without signing the "out-of-work" book. If the Member has not signed the "out-of-work" book by the last day of the second consecutive month of Plan coverage maintained by application of the Member's Premium Credits without any employer contributions to the Plan on behalf of the Member, however, the Member's Premium Credit Account will be frozen and the Member's Plan coverage will be terminated.

**Amendment No. 41, Effective Date September 15, 2020.**

The SPD was amended to incorporate the Department of Labor's proposed notice to Participants and Beneficiaries regarding the interaction between COBRA continuation coverage and Medicare eligibility.

**Amendment No. 42, Effective Date September 15, 2020.**

The SPD was amended to extend one hundred (100%) percent coverage of in-network physician telehealth visits through the end of the month in which the public health emergency related to COVID-19 ends, as determined by the Secretary of Health and Human Services, Secretary of Labor, and Secretary of the Treasury.

**Amendment No. 43, Effective Date December 1, 2020.**

The SPD was amended to provide certain Eligible Employees whose Employer contributed to the Plan on a flat-rate monthly basis with the option to elect Retiree Coverage under the Plan following his or her period of COBRA Continuation Coverage.

The SPD was amended to provide that Eligible Employees who, upon retirement, have Premium Credits in a Premium Credit Account will first be eligible for Retiree Coverage, paid for with Premium Credits. When the Eligible Retiree has exhausted his or her Premium Credit Account or reached the nine-month cap on usage of Premium Credits to pay for Retiree Coverage, he or she may either elect COBRA Continuation Coverage or maintain coverage under the Plan's Retiree Coverage provisions, in each case, by making Self-Contributions. The Plan was also amended to clarify that if an Eligible Retiree maintains Retiree Coverage under the Plan through use of his or her Premium Credit Account, and the Eligible Retiree elects COBRA Continuation Coverage after exhausting of his or her Premium Credit Account or reaching the nine-month cap on usage of Premium Credits to pay for Retiree Coverage, the Eligible Retiree's COBRA Continuation Coverage period is measured from the date of Loss of Retiree Coverage paid for with Premium Credits, rather than the date of the Employee's termination of employment..

Please retain this notice with your current copy of the Plan Document and Summary Plan Description and insert the attached slip pages 1, 1A, 6, 6A, 16, 16A, 26A, 47, 47A, 48, 48A, 50, 54, 54A, 122, 122A, 123, 123A, 123B, 124, 125, 126, and 126A 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.

## **BENEFITS AT-A-GLANCE**

This handbook is both the Plan Document and Summary Plan Description of the Plan. There is not a separate official Plan Document, so this handbook is the place to look for information about your benefits. Eligible Individuals and beneficiaries should not rely upon any oral description of the Plan, because the written terms of this handbook and other governing documents which may be in effect will always govern.

This handbook is current as of April 1, 2015

### **What's Included in the I.B.E.W. 292 Health Care Plan**

The I.B.E.W. 292 Health Care Plan (the "Plan") is really an assortment of benefits including: medical, dental, prescription drug, vision, loss of time, accidental dismemberment, and life insurance benefits. These benefits are offered to you because your Employer has agreed to participate in the Plan. Some groups of Eligible Individuals only have access to some of these benefits. If you have questions about your benefits, please contact the Fund Office at: I.B.E.W. 292 Electrical Workers Fringe Benefit Funds, 6900 Wedgwood Road North, Suite 425, Maple Grove, MN 55311. (763) 493-8830.

### **How Plan Benefits are Provided**

Your Employer contributes funds to cover the cost of your coverage under the Plan. These employer contributions are based on: (1) a percentage of your earnings; or (2) a pre-set amount. Once you have worked a certain number of hours or have met other conditions your Employer requires, you become eligible for coverage.

### **Benefit Summaries**

Following are summaries of some of the benefits offered under the Plan. For more information, refer to the corresponding section listed in the Table of Contents.

### **Medical Coverage**

You and your Eligible Dependents may receive Plan benefits for covered services regardless of whether you see a health care provider who participates in the Blue Cross Blue Shield Network (an "in-network" provider) or any other provider (an "out-of-network" provider). If you choose an in-network provider, however, you will frequently enjoy better plan benefits, such as a lower coinsurance percentage, lower deductible, and lower maximum out-of-pocket limit.

Claims for covered services incurred by you or your Eligible Dependent through December 31, 2020 for an ongoing course of treatment that began prior to April 1, 2020, with a provider that was a Blue Cross Blue Shield In-Network provider on April 1, 2020 but is a United Healthcare Out-of-Network provider, will be covered at In-Network cost share levels based on usual and customary amounts established by the Plan.

### **Dental Coverage**

Delta Dental Plan of Minnesota is the state's largest provider of dental benefits, covering over 1,000,000 Minnesotans. You and your Eligible Dependents may see any dentist you choose.

As Amended by Amendment No. 39  
I.B.E.W. 292 Health Care Plan (2015 Restatement)  
Previously amended by Amendment No. 37  
Amendment Effective Date — July 15, 2020

However, you'll usually receive a higher level of benefits when you use a participating Delta Dental provider.

Delta Dental Plan of Minnesota has two networks providing benefits to Eligible Individuals of the Plan:

- ◆ **Delta Premier Network.** The Delta Premier Network is a statewide network that includes over 96% of dentists in Minnesota; and

	which the Employee is covered under this eligibility provision count toward meeting the Plan's other eligibility requirements. If the Employee receives coverage under this eligibility provision and subsequently meets the requirements for coverage under another eligibility provision, the terms of the Employee's coverage will be governed by the Plan's other eligibility provision beginning at the time that coverage would have commenced under the other provision.
<b>Dependents</b>	Dependents of Members and Non-Bargaining Unit Employees eligible under this eligibility provision will be covered by the Plan beginning on the first day of the first Benefit Month in which: <ul style="list-style-type: none"> <li>◆ the Employee has completed and filed enrollment information with the Fund Office notifying the Plan that the Dependent(s) meet the Plan's definition of an Eligible Dependent; and,</li> <li>◆ the Employee is covered by the Plan under this eligibility provision.</li> </ul>

### Continuing Eligibility

Except as described in the Retiree Coverage and Continuation Coverage sections of this Plan, once you become eligible under the Plan, you and your Eligible Dependents will continue to be covered for Plan benefits if you meet certain conditions (or rules) as follows:

<b>Members Covered Under the Inside Agreement</b>	
<b>Eligibility through Contributions and Premium Credit Account</b>	<p>A Member will remain eligible for benefits under the Plan if:</p> <ul style="list-style-type: none"> <li>◆ The Member remains actively employed as a Bargaining Unit Employee covered by the Inside Agreement, and</li> <li>◆ The Member has accumulated enough Premium Credits in the Benefit Month before the month in which coverage is sought. The Trustees establish the amount of Premium Credits necessary to maintain coverage under the Plan.</li> </ul> <p>A Member who loses employment with a Contributing Employer and is actively available and seeking work (as evidenced by the Member signing the "out-of-work" book maintained by the Union hiring hall), may continue coverage under this Plan without a lapse by application of the Member's Premium Credits credited to the Member's Premium Credit Account or, as further indicated below, by paying Self-Contributions.</p> <p>A Member who is referred to a Contributing Employer, but who has no work hours for which employer contributions are due to the Plan on behalf of the Member may continue coverage under this Plan for two consecutive months without a lapse in coverage by application of the Member's Premium Credits without signing the "out-of-work" book. If, however, the Member has not signed the "out-of-work" book by the end of the two consecutive months of Plan coverage maintained by application of the</p>

	<p>Member's Premium Credits without any employer contributions to the Plan on behalf of the Member, the Member's Premium Credit Account will be frozen and Member's Plan coverage will be terminated.</p> <p>During a period of National or State emergency, as determined in the sole discretion of the Trustees, a Member who is referred to a Contributing Employer but has no work hours for which employer contributions are due to the Plan on behalf of the Member, may, without signing the "out-of-work" book, continue coverage under this Plan without a lapse in coverage by application of the Member's Premium Credits credited to the Member's Premium Credit account or, as further indicated below, by paying Self-Contributions.</p>
	<p><b><u>Important Note:</u></b> Since eligibility is always on a "whole-month" basis, the premium must be received from your Employer in the month <i>prior</i> to the month for which coverage is required in order to be added to your Premium Credit Account.</p>

*As Amended by Amendment No. 43  
Previously Amended by Amendments No. 37 and 40  
I.B.E.W. 292 Health Care Plan (2015 Restatement)  
Amendment Effective Date — December 1, 2020*

◆ **Continuing Coverage Under the Plan during Periods of Excessive Unemployment**

- The Bargaining Unit Employee of an Employer signatory to the Inside Agreement may continue to be Covered Under the Plan during any Period of Excessive Unemployment by payment of Self-Contributions equal to the following:
  1. One-half (1/2) of the usual monthly Self-Contribution amount provided that the Bargaining Unit Employee remains "in compliance," as defined below, with the Union's hiring referral rules. This reduced monthly benefit amount is referred to as the "Premium Subsidy" Benefit in this Subsection.
  2. One hundred percent (100%) of the usual monthly Self-Contributions amount if the Bargaining Unit Employee is not "in compliance" with the Union's hiring referral rules, as described below.

The term "in compliance" means the Bargaining Unit Employee has not violated any rules or procedures promulgated by the Union for purposes of administering the referral list (also known as "the book"), which would cause the Bargaining Unit Employee's entitlement to receive the Premium Subsidy Benefit to cease even though he or she remains on the Union's referral list. The rules and procedures may be modified from time to time; therefore, a Bargaining Unit Employee should contact his or her local Union to request and obtain information regarding the applicable rules and procedures currently in force.

- The applicable monthly Self-Contributions amounts will be determined by the Trustees and may be modified from time to time.
- The due date for all monthly Self-Contributions is any date that is established by the Board of Trustees.
- The Self-Contribution rate will remain one-half (1/2) of the monthly Self-Contribution rate then in effect through the first coverage month after the month in which the Bargaining Unit Employee returns to Covered Employment.

◆ **Termination of the Premium Credit Reserve Pool Benefit.** Benefits under the Premium Credit Reserve Pool will terminate upon the first to occur of the following events:

- The first day of the month after the second full calendar month in which the Bargaining Unit Employee returns to work and is not on the out-of-work book, (i.e. if a Bargaining Unit Employee returns to work on June 15th, the Bargaining Unit Employee may make the Excessive Period of Unemployment Benefit payment for July (1/2 of the usual monthly self-contribution amount) and then in August, if working and not on the out-of-work book, will be required to make the full Self-Contribution payment);
- The first day of the month immediately following the month in which, as of the end of the 16th day of the month, there are 300 or less Members on the hiring hall out of workbook. Example: If on January 16th the hiring hall out of workbook has 300 or fewer Members then no credit is given on the February billing;
- The balance of the Premium Credit Reserve Pool is too small to fund the benefit for all eligible individuals;

	In-Network	Out-of-Network
<b>Telehealth-Only Visits</b>	100% of Covered Expenses	None – but subject to deductible and coinsurance
	<ul style="list-style-type: none"> <li>◆ Effective March 19, 2020 through March 31, 2020, in-network telehealth services received through Doctor on Demand will be covered at 100% (no member cost share). Out-of-network telehealth services for this period will be covered and subject to out-of-network office visit cost sharing (deductible and coinsurance).</li> <li>◆ Effective April 1, 2020, telemedicine services received through Teladoc will be covered at 100% (no member cost share). Out-of-network telehealth services received on or after April 1, 2020 will be covered and subject to out-of-network office visit cost sharing (deductible and coinsurance).</li> </ul>	
<b>Physician Telehealth Visits</b>	100% of Covered Expenses	None – but subject to deductible and coinsurance
	<ul style="list-style-type: none"> <li>◆ Effective April 1, 2020 through the end of the month in which the public health emergency related to COVID-19 ends, as determined by the Secretary of Health and Human Services, Secretary of Labor, and Secretary of the Treasury, in-network physician telehealth visits will be covered at 100% (no member cost share). Out-of-network physician telehealth visits will be covered and subject to out-of-network office visit cost sharing (deductible and coinsurance).</li> </ul>	

*As Amended by Amendment No. 42  
 Previously Amended by Amendments No. 35 & 37  
 I.B.E.W. 292 Health Care Plan (2015 Restatement)  
 Amendment Effective Date — September 15, 2020*

## 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, the accrual of Premium Credits, 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 Coverage payments to the Fund Office on time. A retiree may elect to continue Plan coverage through COBRA Continuation Coverage in addition to the two other alternative ways to continue Plan coverage that are described below, but the timing and availability of such Continuation Coverage depends on factors such as the terms of the Collective Bargaining Agreement under which you became eligible to participate in the Plan and the amount of any Premium Credits you may have. Refer to the "Continuation Coverage" section in this Plan for more information.
2. **Through Premium Credits and Self-Contributions.** If an Eligible Retiree and all Eligible Dependents meet the additional requirements listed below, Retiree Coverage is available for you and your Eligible Dependents by first exhausting any remaining Premium Credits in your Premium Credit Account, and second, by Self-Contributions, 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 Coverage 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 (including employment covered by the Plan under a Collective Bargaining Agreement or Participation Agreement that requires a flat-rate monthly premium to be paid by your Employer for your coverage) 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; or

3. Without prior notice to the Plan, retire directly from working for a Union-affiliated employer that contributes to the Plan after being an active Member covered under the Plan for at least two (2) of the five (5) consecutive years immediately preceding retirement; or

As Amended by Amendment No. 43  
*I.B.E.W. 292 Health Care Plan (2015 Restatement)*  
Amendment Effective Date — December 1, 2020

4. Retire directly from employment as an electrical inspector or electrical instructor after being an active Member covered under the Plan for at least fifteen (15) years and continuously covered under an employer-sponsored group health plan; or
5. 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 Coverage under this Plan.

For purposes of eligibility for Retiree Coverage:

1. An active Member means any individual who meets the following:
  - a. On or before November 30, 2020:
    - i. Retires directly from Covered Employment; or
    - ii. Retires directly because of Permanent and Total Disability.
  - b. On or after December 1, 2020:
    - i. Retires directly from Covered Employment;
    - ii. Retires directly from Covered Employment because of Permanent and Total Disability;
    - iii. Maintains eligibility, as a Member covered under the Inside Agreement, through Premium Credits, followed by Self-Contributions (with or without an intervening period of COBRA Continuation Coverage); or
    - iv. Maintains eligibility under the COBRA Continuation Coverage provisions of the Plan for Non-Bargaining Unit Employees, Flat-Rate Bargaining Unit Employees (as defined below), and Limited Energy Agreement Bargaining Unit Employees.

The term "Flat-Rate Bargaining Unit Employee" in paragraph 1(b)(iv) immediately above, regarding eligibility for Retiree Coverage following a period of COBRA Continuation Coverage, means either (a) a Bargaining Agreement Employee who is covered under the Plan under a Collective Bargaining Agreement that requires the Employer to make flat-rate monthly contributions to the Plan on behalf of its Employees; or (b) a Bargaining Unit Employee who is covered under the Plan under a Participation Agreement that requires the Employer to make flat-rate monthly contributions to the Plan on behalf of its Employees.

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 Coverage 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) within the electrical industry, with the employer being signatory to a Collective

*As Amended by Amendment No. 39*

*Previously Amended by Amendments No. 10, 21, and 28*

*I.B.E.W. 292 Health Care Plan (2015 Restatement)*

*Amendment Effective Date — July 15, 2020*

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

- b. The beginning of your Retiree Coverage under this Plan.

Therefore, you may be required to elect and pay for COBRA or COBRA-style continuation coverage under your spouse's health care plan or government-sponsored health coverage from the date your other coverage terminates to the date your Retiree Coverage begins under this Plan.

4. If you qualify to opt back into Retiree Coverage, all of the requirements concerning Retiree Coverage will apply, such as Self-Contributions requirements.

#### **Option to Temporarily Opt-Out of Retiree Coverage to Seek Coverage through the Health Insurance Exchange**

If you have or are eligible to obtain Retiree Coverage but are not yet eligible for Medicare, you may exercise an opt-out provision to obtain private coverage through a health insurance exchange ("exchange") established under section 1311 of the Affordable Care Act. The exchanges, also called "health insurance marketplaces," are online tools established and maintained by the government that you can use to find health insurance and make side-by-side comparisons of health insurance policies offered by private companies.

You are only able to exercise this opt-out provision during an exchange's annual open enrollment period.

If you would like to take advantage of this opt-out provision, you will be required to:

1. Notify the Plan Administrator in writing of your election to temporarily opt-out of Retiree Coverage and provide all requested documentation. 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 and all required documentation; and
2. Notify the Plan in writing of your election to opt back into coverage under this Plan when you become Medicare eligible.

By electing to opt-out of coverage to obtain private health insurance coverage through the exchange, you will:

1. Not be entitled to any benefits or other payments from the Plan, including, but not limited to, health care benefits, dental benefits, accidental death and dismemberment benefits, extended coverage options under federal law, or Retiree Coverage unless and until you have successfully opted back into Plan coverage upon becoming Medicare eligible; and
2. Upon returning to coverage under the Plan, forfeit any Retiree Coverage rate discount to which you may have previously been entitled under the Plan.

- ◆ The Self-Contribution rate will equal 10% of the actual cost of coverage for Retirees who have completed thirty (30) years of service as determined by the Trustees less a discount. The discount is equal to the amount otherwise due times 2.5% times of the number of years you were covered under the Plan as an Eligible Employee or your Years Under the Plan (up to a maximum of 30 years), if you retired on or after September 1, 2003.
- ◆ If you predecease your Dependent Spouse prior to obtaining Retiree Coverage, the Self-Contribution rate your Dependent Spouse will pay when eligible for Retiree Coverage will be the percentage of the actual cost of coverage that you would have been charged for Retiree Coverage had you not predeceased your Dependent Spouse, provided your Dependent Spouse has maintained continuous coverage under the Plan prior to his or her eligibility for Retiree Coverage.
- ◆ Even so, you will be ineligible for this discount if you work at a job that entitles you to group health plan coverage (regardless of whether enrollment in such group health plan coverage is mandatory or would require you to pay a premium and regardless of whether you actually enroll in such group health plan coverage).
- ◆ If you are Medicare-eligible, the cost of your Self-Contribution will be determined annually by the Board of Trustees.
- ◆ The Fund Office must receive each Self-Contribution payment no later than the first day of the benefit month for that month's coverage. For example, to be covered for Retiree Benefits during the March benefit month, your Self-Contribution payment must be received no later than March 1st.
- ◆ If your Self-Contribution is not received by the Fund Office on or before its due date, your Retiree Benefits will terminate at the end of the benefit month for which you have already paid. You will not be allowed to make any future Self-Contributions.
- ◆ Once a Self-Contribution payment has been accepted by the Fund Office, it will not be returned.

### Using Your Premium Credit Account for Retiree Coverage

The amount of any particular month's Self-Contribution will be reduced if you have a Premium Credit Account balance at the time that Self-Contribution is due. The amount of the reduction will be equal to the percentage of the Self-Contribution otherwise due. The percentage will be equal to the percentage of one month's active employee coverage that the balance would have covered, and your Premium Credit Account will be reduced as if paying for such active Employee coverage.

**Note:** There is a lifetime maximum of nine (9) months' worth of Premium Credits that may be applied against your costs for Retiree coverage. For purposes of this subsection, this lifetime maximum will be applicable upon the Participant's commencement of retirement benefits under the provisions of a pension plan negotiated or sponsored by the I.B.E.W. Once you have commenced benefits from an I.B.E.W. negotiated or sponsored pension plan and have Retiree coverage under his Plan, your Premium Credit Account balance, up to the maximum of nine (9) months' worth of Premium Credits, will be applied towards your costs for Retiree coverage.

*As Amended by Amendment No. 39  
Previously Amended by Amendments No. 17 and 21  
I.B.E.W. 292 Health Care Plan (2015 Restatement)  
Amendment Effective Date — July 15, 2020*

For example, imagine Jane retires with six (6) months' worth of Premium Credits. Jane may use those credits to pay for six (6) months of Retiree Benefits (reducing her Premium Credit Account to zero (0) months' worth of Premium Credits).

However, imagine Joe retires with twelve (12) months' worth of Premium Credits. Joe then uses those credits to pay for nine (9) months of Retiree Benefits (reducing his Premium Credit

## **CONTINUATION COVERAGE**

### **Coverage Under COBRA**

By federal law you and your Eligible Dependents have the opportunity to continue your health care coverage if coverage is lost for certain reasons. This coverage is called "COBRA Continuation Coverage" and applies to your medical, dental, prescription drug, and vision care. In all cases, the monthly premiums for COBRA Continuation Coverage must be paid through Self-Contribution. You may also continue your life insurance coverage under Minnesota Law for a specified period of time. Weekly income benefits (loss of time) and accidental dismemberment benefits may not be continued. This section covers Continuation Coverage for your medical, dental, prescription drug, and vision care benefits. This section also serves as your Initial COBRA Notice as required by the COBRA Regulations. If you have any questions about continuing any coverage, please call the Fund Office.

### **Events Permitting Continued Coverage**

Certain events, known as "Qualifying Events," permit your qualified beneficiaries, which may include you, your Spouse, your Dependent child(ren) to continue coverage under the Plan if your coverage is lost because of a qualifying event described below:

- ◆ Coverage for an Eligible Employee and the Eligible Dependents of an Eligible Employee may be continued for up to eighteen (18) months if there is a reduction in the Eligible Employee's hours or the Eligible Employee loses his or her job (for any reason other than gross misconduct). Coverage for an Eligible Employee or the Eligible Dependents of the Eligible Employee may be continued for an additional eleven (11) months if the Eligible Employee or the Eligible Dependents of the Eligible Employee are disabled when Continuation Coverage is elected or become disabled during the first sixty (60) days of Continuation Coverage. A qualified beneficiary must enroll for Continuation Coverage and make correct COBRA Continuation Coverage payments on time to ensure continued coverage.
- ◆ Coverage for the Spouse and Eligible Child(ren) of an Eligible Employee may be continued for up to thirty-six (36) months after coverage terminates if, after electing Continuation Coverage, an Eligible Employee and his or her Spouse are divorced or legally separated, a child no longer meets the definition of a Dependent, an eligible Employee dies, or becomes entitled to Medicare. A qualified beneficiary can also include a child born to an Eligible Employee or who is placed for adoption with an Eligible Employee during a period of COBRA Continuation Coverage.

### **Coverage Options**

Eligible Individuals may elect to continue coverage under the entire medical coverage provided by the Plan (medical, prescription drug, dental and vision) upon the occurrence of a COBRA event, except in the case of a Member's termination of employment due to retirement, if such Member has a Premium Credit Account allowing the Member to pay for a period of Retiree Coverage under the Plan with Premium Credits. In that situation, the Member may elect to continue coverage under the Plan through COBRA Continuation Coverage in the same manner as other Eligible Individuals, but only after such Member's Retiree Coverage under the Plan ceases to be covered by the Member's Premium Credits (whether due to the Plan's limitation on the use of Premium Credits to no more than nine months of Retiree Coverage, or due to the Member's exhaustion of his or her Premium Credit Account prior to such nine-month period). An Eligible Employee may not elect to continue coverage for only certain elements of medical

As Amended by Amendment No. 43

Previously Amended by Amendment No. 41

I.B.E.W. 292 Health Care Plan (2015 Restatement)

Amendment Effective Date — December 1, 2020

coverage provided by the Plan, such as medical and prescription benefits only. However, you may elect separately for life insurance coverage, either along with the Medical Plan or as a separate life insurance-only election.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a thirty (30) day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees. There may also be other coverage options for you and your family through Medicare, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options. Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

In general, if you do not enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an eight (8) month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of

- A. The month after your employment ends; or
- B. The month after group health plan coverage based on current employment ends.

If you do not enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage. For more information, see <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare. For more information visit <https://www.medicare.gov/medicare-and-you>.

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

#### Plan Contact Information:

I.B.E.W. 292 Health Care Plan  
6900 Wedgwood Road North, Suite 425  
Maple Grove, MN 55411  
(763) 493-8830 or 1-800-368-9045

*As Amended by Amendment No. 41  
Previously Amended by Amendment No. 36  
I.B.E.W. 292 Health Care Plan (2015 Restatement)  
Amendment Effective Date — September 15, 2020*

### Notification Responsibilities

**Eligible Individuals must notify the Fund Office of a divorce or legal separation or if a child loses dependent status.** The Fund Office must be notified within sixty (60) days of the date of the qualifying event or within sixty (60) days of the date coverage would end for any person, whichever date is later. In notifying the Fund Office, an Eligible Individual must provide documented evidence of the COBRA qualifying event. In the case of a divorce or legal separation, an Eligible Individual must provide a copy of the divorce or legal separation decree or other document verifying the divorce or legal separation is final and the date it became final. In the case of loss of dependent status, documentation of the loss of dependent status and the date it occurred must be provided.

An Eligible Employee's employer must notify the Fund Office within thirty (30) days of any other qualifying event that could cause loss of coverage. An Eligible Employee or Eligible Dependent should always notify the Fund Office when a qualifying event occurs to ensure receipt of all information on Continuation Coverage. An Eligible Employee or Eligible Dependent may be responsible for repaying the Plan if the Plan pays benefits on behalf of a person who is no longer eligible (see "Definitions" for information about Eligible Individuals) and the Fund Office cannot recover the overpaid amounts in any other way.

Effective May 4, 2020, the Department of Labor declared the period from March 1, 2020 until sixty (60) days after the announced end of the National Emergency surrounding COVID-19, or other such date as announced by the Department of Labor, Internal Revenue Service, or Department of the Treasury, will be known as the "Outbreak Period." During the Outbreak Period, the sixty (60) day window in which the Fund Office must be notified of a COBRA qualifying event is disregarded and resumes at the end of the Outbreak Period.

### Maximum Coverage

Eighteen (18) months is the maximum period of time an Eligible Individual can have Continuation Coverage if the continued coverage is the result of the Employee's termination or reduction in hours of employment, including in the case of an Eligible Individual who is required to exhaust his or her Premium Credit Account to pay for Retiree Coverage under the Plan prior to becoming eligible to elect Continuation Coverage. In that situation, the Eligible Individual's maximum Continuation Coverage period is measured from the date of the loss of Retiree Coverage paid for with Premium Credits, rather than the date of the Employee's termination of employment.

The eighteen (18) month maximum period described above can only be extended if an Eligible Employee or any Eligible Dependent is disabled when Continuation Coverage is elected, or becomes disabled within the first sixty (60) days of this coverage. In this situation, Continuation Coverage may be extended for a period of up to twenty-nine (29) months. "Disabled" means becoming entitled to disability benefits under the Social Security Act.

Thirty-six (36) months is the maximum period of time that Eligible Dependents can have COBRA Continuation Coverage if a qualifying event occurs, other than termination or reduction in hours of employment. Thirty-six (36) months is also the maximum period of time that Eligible Dependents can have COBRA Continuation Coverage if one or more new qualifying events occur to the person while covered under COBRA Continuation Coverage.

For example, suppose that the Eligible Employee's death occurs while you are making COBRA Continuation Coverage payments due to reduced hours. The Eligible Dependents had been

covered under Continuation Coverage for six months before the death. Since the Eligible Employee's death is a qualifying event for his or her Eligible Dependents, the Spouse elects to continue coverage by making COBRA Continuation Coverage payments for Eligible Family Members. The Spouse may continue coverage for an additional thirty (30) months (maximum: thirty-six (36) months minus six (6) months in which COBRA Continuation Coverage payments have already been paid, leaving the remaining thirty (30) months [36 - 6 = 30]).

Then, after your Spouse has continued coverage for an additional fourteen (14) months, one Dependent Child loses Dependent status. This qualifying event entitles the Child to a

maximum of thirty-six (36) months of coverage. However, it is reduced by the twenty (20) months of Continuation Coverage in which payments have already been received (six (6) months of your COBRA continuation of coverage payments before your death plus fourteen (14) months from your spouse's Self-Contribution.) That Child may continue coverage for up to sixteen (16) months [36 - 20 = 16].

Another circumstance of extended COBRA Continuation Coverage would involve a situation when the qualifying event is the end of an Eligible Employee's employment and an Eligible Employee became entitled to Medicare benefits less than 18 months before the qualifying event. COBRA Continuation Coverage for qualified beneficiaries other than the Eligible Employee lasts up to thirty-six (36) months after the date of Medicare entitlement. For example, if an Eligible Employee becomes entitled to Medicare eight (8) months before the date on which his or her employment ended, COBRA Continuation Coverage for the Eligible Employee's Dependents can last up to thirty-six (36) months after the date of the qualifying event (Medicare entitlement) (thirty-six (36) months, minus the eight months the Eligible Employee remained employed, leaves twenty-eight (28) months of COBRA continuation of coverage). The Spouse and Dependent Children may continue coverage via COBRA for up to 28 months [36 - 8 = 28].

To take advantage of the rules allowing for extended COBRA Coverage, you must notify the Fund Office within sixty (60) days of the qualifying event or the date coverage is lost (whichever occurs later) and provide evidence supporting the occurrence of the second qualifying event. As mentioned previously, in the case of a divorce or legal separation you or your Spouse must provide a copy of the divorce or legal separation decree or other documentation evidencing the divorce is final, or in the case of a dependent losing dependent status, documentation of the loss of dependent status.

### **Continuation of Coverage Procedures and Rules**

To ensure maximum coverage, qualified beneficiaries should follow these procedures and rules:

**Step 1:** The Fund Office will send an Election Notice and Election Form to the last known address of qualified beneficiary upon notification of a qualifying event. The notice explains the right to elect Continuation Coverage, the due dates, benefit options available, monthly COBRA continuation of coverage payments required, etc.

**Step 2:** Qualified beneficiaries should complete the Election Form and send it back to the Fund Office. Individuals electing this coverage must notify the Fund Office of the election within sixty (60) days after the form is sent from the Fund Office or sixty (60) days after coverage would terminate, whichever is later. However, the completed Election Form should be sent as soon as possible since the election date is the date the form is postmarked. Continuation Coverage is waived if the Fund Office does not receive a completed Election Form within sixty (60) days.

Effective May 4, 2020, the Department of Labor declared the period from March 1, 2020 until sixty (60) days after the announced end of the National Emergency surrounding COVID-19, or other such date as announced by the Department of Labor, Internal Revenue Service, or Department of the Treasury, will be known as the "Outbreak Period." During the Outbreak Period, the sixty (60) day window in

which individuals may elect Continuation Coverage is disregarded and resumes at the end of the Outbreak Period.

**Step 3:** A qualified beneficiary must make the first payment for Continuation Coverage within forty-five (45) days after electing Continuation Coverage (e.g., the date the Election Form is returned to the Fund Office). The first COBRA payment will be retroactive to the first day on which the qualified beneficiary(ies) lost coverage. You should make your first payment as soon as possible so that you will not have to pay for more than one month at a time.

During the Outbreak Period, as defined in Step 2, the forty-five (45) day deadline to make the first payment for Continuation Coverage is disregarded and resumes at the end of the Outbreak Period.

**Step 4:** A qualified beneficiary must send the correct COBRA Continuation Coverage payment to the Fund Office on time each month. A payment is considered "on time" if it is received in the Fund Office by the first day of the month for which coverage is being paid (the due date) or within thirty (30) days of the due date (the grace period). If the payment is not made on time, then Continuation Coverage for the qualified beneficiary(ies) will end. The COBRA Continuation Coverage payments may not be made up nor may coverage be reinstated by making future COBRA Continuation Coverage payments.

During the Outbreak Period, as defined in Step 2, the thirty (30) day grace period to make subsequent monthly Continuation Coverage payments is disregarded and resumes at the end of the Outbreak Period.

Other rules that affect Continuation Coverage are:

- ◆ A person who becomes covered under another group health care plan after the date of the COBRA Continuation Coverage election is no longer eligible for Continuation Coverage;
- ◆ Each qualified beneficiary who loses coverage because of a qualifying event is entitled to enroll for Continuation Coverage; and
- ◆ The amounts of the monthly COBRA Continuation Coverage payments are determined by the Trustees based on federal regulations. The amounts are subject to change, but not more than once a year unless changes are made in the benefits.

### Termination of Continuation Coverage

Continuation Coverage will be terminated for qualified beneficiaries before the end of the applicable eighteen (18) month, twenty-nine (29) month, or thirty-six (36) month period if:

- ◆ A correct and on-time COBRA continuation of coverage payment is not sent to the Fund Office;
- ◆ The person becomes covered by Medicare after the date Continuation Coverage under this Plan has been elected (except if the person has end stage renal disease or is a disabled active individual as defined by the Social Security Act);
- ◆ Coverage results from disability, and the Social Security Administration determines the person is no longer disabled;
- ◆ The I.B.E.W. 292 Health Care Plan no longer provides group coverage to any employees (members); or
- ◆ The person becomes covered under another group health plan after the date Continuation Coverage under this Plan has been elected and the other plan does not limit or exclude coverage for any pre-existing medical condition of the person.

### Coverage for Surviving Dependents

The surviving Dependents of an Eligible Employee may continue their coverage based on your status in the Plan at the time of death as explained below:

- ◆ **You Were Covered Under the Eligibility During Disability Provision.** Your Dependents will continue to be covered as stated in the "Eligibility During Disability" section of this handbook. After that period, your Dependents may continue coverage by paying COBRA continuation of coverage payments. Refer to: "Coverage Under COBRA" for more details.
- ◆ **You Were Making COBRA Continuation of Coverage Payments.** Your Dependents may continue to make COBRA continuation of coverage payments for up to 36 months, minus the number of months of COBRA continuation of coverage before your death. If your surviving Spouse should die during the time when COBRA continuation of coverage payments have been paid, your Dependents (or their guardian) may continue COBRA continuation of coverage for up to a total of thirty-six (36) months, minus the number of months of COBRA continuation of coverage before your death.

If your surviving Dependents do not make COBRA continuation of coverage payments, they will not be permitted to make COBRA continuation of coverage payments at any future date.

**Coverage for Disabled Qualified Beneficiaries**

Special rules apply for disabled qualified beneficiaries. These rules include the following:

- ◆ Qualified beneficiaries who are Social Security disabled at the time of employment termination, reduction in hours, or anytime during the first sixty (60) days of Continuation Coverage can request that the maximum coverage period be extended eleven (11) months, for a total of up to twenty-nine (29) months.
- ◆ Persons must notify the Fund Office of a Social Security disability determination within sixty (60) days of the determination and before the end of the original eighteen (18) month coverage period. In notifying the Fund Office, a qualified beneficiary must provide a copy of the Social Security Administration determination of disability to receive the extension of COBRA Continuation Coverage out to twenty-nine (29) months.

Effective May 4, 2020, the Department of Labor declared the period from March 1, 2020 until sixty (60) days after the announced end of the National Emergency surrounding COVID-19, or other such date as announced by the Department of Labor, Internal Revenue Service, or Department of the Treasury, will be known as the "Outbreak Period." During the Outbreak Period, the sixty (60) day window in which Persons must notify the Fund Office of a Social Security disability determination is disregarded and resumes at the end of the Outbreak Period.

- ◆ Payments required for Continuation Coverage after eighteen (18) months increase to one hundred-fifty percent (150%) of the full cost of coverage.
- ◆ A person with extended coverage must notify the Fund Office within thirty (30) days of any final determination made by Social Security that the person is no longer disabled.