

**AMENDMENT NO. 5**  
**TO THE EIGHTH DISTRICT ELECTRICAL BENEFIT FUND**  
**SUMMARY PLAN DESCRIPTION /PLAN RULES AND REGULATIONS**  
**For Active Employees, Early (non-Medicare-eligible) Retirees and Medicare-eligible Retirees**  
**effective January 1, 2014**

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Effective January 1, 2016, the Summary Plan Description/Plan Rules and Regulations is amended as follows:

Article VII, Schedule of Medical Benefits, in the Drugs row, the following bullet point under the Benefit Description column is amended to add the text in italics:

- Drugs not yet approved by the FDA are not covered. **New FDA-approved drugs** will be ~~covered~~ *subject to the Prescription Benefit Manager's (PBM) "Exclude at Launch" Program. (unless an amendment states otherwise or the class of drug is excluded). New FDA-approved drugs that are placed on the PBM formulary will be covered by the Plan. New FDA-approved drugs that are subject to the Exclude at Launch program and are not on the Plan's formulary are only covered by the Plan if the drug is "Medically Necessary," as that term is defined by the Plan. For more information about the "Exclude at Launch" program contact the Prescription Drug Program as listed on the Quick Reference Chart in the front of this document.*

Article X, Medical Plan Exclusions, Section 2-G is amended to add the following new exclusion:

8. *This Plan does not cover new FDA-approved drugs that are being evaluated under the Prescription Benefit Manager's Exclude at Launch program, unless the drug is Medically Necessary, as defined by the Plan.*

Effective April 1, 2016, the Summary Plan Description/Plan Rules and Regulations is amended as follows:

Article III, Eligibility, Section 12, Leave for Military Service is amended to add the text in italics and delete the text in strike-through:

- a. If an Active Employee enters service in the Uniformed Services (as defined by USERRA) **for up to thirty (30) days**, the Employee's coverage will continue and the employee will only be required to pay the same share, if any, they would pay as an Active Employee for that period.
- b. If an Active Employee enters service in the uniformed services (as defined by USERRA) **for more than thirty (30) days**, the Employee *may elect to use the remaining balance of his or her hour bank to maintain coverage in the Plan during his Military Service or freeze his or her hour bank and self-pay to continue Plan coverage during his Military Service.. If the Employee declines USERRA continuation coverage or elects to self-pay for USERRA continuation coverage, the former Active Employee's hour bank will be frozen effective the end of the month the Active Employee enters service in the uniformed services. and he/she will be entitled to elect coverage under the Self Payment provisions of the plan.*  
~~In the case of a former Bargaining Employee the hour bank will be frozen effective the end of the month the Employee enters service in the uniformed services.~~

If the employee elects USERRA continuation coverage the maximum period for this coverage is **up to 24 months** *from the day the Employee leaves for military service. The USERRA Continuation Coverage election procedures, self-pay rates, and payment procedures will be the same as those governing the Plan's COBRA Continuation Coverage as set forth in Article IV of this Plan.*

When an employee's coverage under this Plan terminates because of the reduction in hours due to their military service, the Employee and their eligible dependents may ~~choose to also be eligible to~~ continue coverage under COBRA ~~or USERRA. See also the self-payment provisions for COBRA described earlier in this Article.~~

*The Plan's Board of Trustees has established a written USERRA Policy that describes the Plan's procedures with respect to an Employee's service in the Uniformed Services.* Questions regarding entitlement to USERRA leave and to the continuation of health care coverage should be referred the Administrative Office.

c. If a former Active Employee is discharged (not less than honorably from Uniformed Services) the employee will be reinstated *in the Plan* on the day they return to work with a Contributing Employer provided such former Active Employee notifies a Contributing Employer *or the Local Union* of the intent to return to employment within:

- 1) fourteen (14) days from the date of discharge, if the period of service was more than thirty (30) but less than one hundred eighty-one (181) days; or
- 2) ninety (90) days from the date of discharge, if the period of service was more than one hundred eighty (180) days.

If the former Active Employee is hospitalized or convalescing from an illness or injury caused by active duty, these time limits are extended up to two (2) years. ~~Any amounts remaining in a Bargaining Employee's hour bank when such Bargaining Employee enters "service in the uniformed services" (as defined by USERRA) will be preserved until such time as the employee is discharged from "service in the uniformed services."~~

~~If an Employee such individual~~ returns to work for a Contributing Employer within the time frames identified above, the employee's hour bank will be reinstated *on the day he or she returns to Covered Employment. as soon as their eligibility is reestablished. If the balance of an Employee's hour bank does not contain at least one (1) month's charge-off amount required for Plan coverage, the Employee may self-pay for Plan coverage until (s)he has sufficient hours in the hour bank for one (1) month of coverage.*


If the individual does not return to work for a Contributing Employer within the time frames required by USERRA, the hour bank will be forfeited to the Plan.

d. ~~Coverage under USERRA will end when the covered person on leave for service in the Uniformed Services again becomes covered under this Plan.~~ In the event of conflict between this Plan and the provisions of USERRA, the provisions of USERRA will control.

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### CONFIRMATION

The undersigned Chairman and Secretary of the Board of Trustees of the Eighth District Electrical Benefit Fund do hereby certify that the foregoing Amendment #5 to the 2014 Plan was duly adopted and executed at a meeting of the Board of Trustees called and held on March 16, 2016.

By:   
Chairperson

By:   
Secretary

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