

AMENDMENT NO. 7
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

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

Article V, Section 1-e is amended to add the text in italics:

e. **Eligibility.**

1. **Coverage under a Group Health Plan.** An Active Employee may not participate in the PCA account unless the Active Employee is actually enrolled in a group health plan that provides minimum value. Pursuant to Internal Revenue Code §36B(c)(2)(C)(ii), regardless of whether the group health plan is sponsored by this health and welfare fund. A group health plan provides minimum value if the coverage is at least 60 percent of the actuarial value of a standard plan as determined by the IRS.
2. **Proof of Coverage.** Proof of other group health plan coverage in a manner to be determined by the Trustees. If proof is not required, benefits will be restricted, as defined below.
3. ***PCA Account Balance Run Out.*** *Notwithstanding the above, an Active Employee will be allowed to utilize any remaining PCA account balance after loss of eligibility under the Eight District Electrical Benefit Fund. This account balance run out provision does not require coverage under a group health plan. This account balance run out only applies PCA contributions accumulated as an Active PCA participant.*
4. **Opt-Out.** An Active Employee or Retiree is permitted to permanently opt-out of and waive future reimbursements from the PCA at least annually, in a time and manner determined by the Trustees. An Active Employee or Retiree also has the ability to opt-out upon termination of coverage under the Plan. *This means that the Active Employee or Retiree waives future reimbursements from the PCA upon termination of coverage under the Plan. This means that the Active Employee or Retiree is permitted to forfeit the balance of his PCA upon termination of coverage from the Plan.*

Article V, Section 2-o is amended to delete the text in strikethrough and add the text in italics:

- o. **Inactivation of the PCA Account:** *An Active Employee or Retiree is permitted to permanently opt-out of and waive future reimbursements from the PCA at least annually, in a time and manner determined by the Trustees. In addition, an Active Employee or Retiree also has the ability to opt-out upon termination of coverage under the Plan. This means that the Active Employee or Retiree waives future reimbursements from the PCA upon termination of coverage under the Plan. This means that the Active Employee or Retiree is permitted to forfeit the balance of his PCA upon termination of coverage from the Plan.* ~~The PCA account will be terminated/inactivated at the time a COBRA notice is sent to a participant the participant pays COBRA premiums for the month, the PCA account will be reinstated. If a participant has terminated coverage (PCA account inactivated) but has eligible expenses for reimbursement in a month the participant had eligibility, a manual claim can be filed for reimbursement with the Administrative Office, but the participant cannot use the Benny card in a month in which coverage is terminated. Reciprocity participants who have not gained eligibility under the 8th District plan may qualify for PCA claim reimbursement if they have coverage in their home plan or their spouse's plan. An opt out and waiver of future reimbursements is allowed annually as determined by the Trustees.~~

Article V, Section 5-c is amended to delete the text in strikethrough and add the text in italics.

c. Termination and Rehire.

- 4) If a PCA Participant terminates his/her employment for any reason, including (but not limited to) disability, retirement, layoff or voluntary resignation, *the PCA Participant will be allowed to utilize any remaining PCA account balance after loss of eligibility under the Eighth District Electrical Benefit Fund. This account balance run out only applies PCA contributions the PCA Participant accumulated as an Active PCA participant. An Active Employee or Retiree also has the ability to opt-out upon termination of coverage under the Plan. This means that the Active Employee or Retiree is permitted to forfeit the balance of his PCA upon termination of coverage from the Plan. If an Active Employee (whether or not a PCA Participant) terminates employment and is not rehired within thirty (30) days or ceases to be an Active Employee for any other reason, including (but not limited to) a reduction in hours, and then becomes an Active Employee again, the Active Employee will again become eligible to participate in the Plan in accordance with the Eligibility provisions of the Plan.*

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

Article III, Section 1(h) "Small Man Shop" is deleted in its entirety as noted by the strike-through text and replaced with an "Owner Operator section to read as noted in italics below:

~~h. Small Man Shop.~~

- ~~1. Effective January 1, 2014, small man shop participants are able to contribute on hours worked. Hours reported over the required monthly minimum will be put into an hour bank. Hours reported less than the required monthly minimum will not be refunded. Small man shop participants will not be allowed to pay the difference between the number of hours reported and the required monthly minimum needed for coverage and will not be allowed to pay COBRA premiums at the reduced rate for three months.~~
- ~~2. In no event shall Minimum Contributions be accepted by the Benefit Fund or applied to give coverage under this Plan or credited to an hour bank on behalf of any individual who does not receive W-2 wages.~~

h. Owner Operator.

- 1. An owner operator, i.e. an individual who has an equity ownership right of any nature in an Employer and who is actively performing work covered by a Collective Bargaining Agreement for the Employer, must sign an owner operator Participation Agreement to be eligible for coverage from the Plan. The owner operator Participation Agreement requires an owner operator to contribute a set number of hours each month to receive coverage from the Fund. If the owner operator agrees to contribute more hours than the monthly minimum hours required to receive coverage from the Plan (i.e. over 143 hours), the additional hours will be placed in an hour bank for use by the owner operator.*
- 2. The owner operator will not be eligible for participation in the Plan unless the owner operator signs an owner operator Participation Agreement with the Plan. If the owner operator does not sign an owner operator Participation Agreement, he or she will still owe contributions to the Eighth District Electrical Benefit Fund for every hour the owner operator worked in Covered Employment in accordance with the applicable Collective Bargaining Agreement.*
- 3. Coverage from the Plan for an owner operator that has signed a valid owner operator Participation Agreement with the Plan will continue in accordance with the terms of the owner operator Participation Agreement.*

Article III, Section 3 "Minimum Contribution Levels" is amended to delete the text in strike-through and re-letter the section:

Section 3: MINIMUM CONTRIBUTION LEVELS

- a. **Minimum Contribution means** the contribution determined, established and fixed by the Board of Trustees, from time to time, as the Board of Trustees, in their absolute discretion, deem appropriate and necessary to maintain a uniform Plan of benefits for Eligible Employees.
- b. ~~As established by the Board of Trustees, the **Minimum Contribution** required by an owner working with tools (also known as a small man shop) is **143 hours**. If more hours are worked those actual hours worked must be reported. See also Section 1(h) for more information on small man shop participation.~~
- e. ~~b.~~ As established by the Board of Trustees, any contributions received under a Reciprocal Agreement that exceed the Minimum Contribution levels will be deposited in a Personal Care Account for the Active Employee as set forth in Article V.

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 #7 to the 2014 Plan was duly adopted and executed at a meeting of the Board of Trustees called and held on June 2nd, 2016.

By: Kellie Moll
Chairperson

By: Russell L.
Secretary