SOUTHERN ILLINOIS ELECTRICAL RETIREE WELFARE PLAN

for EMPLOYEES
as Negotiated Between
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 702

and

ILLINOIS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, Inc.

SUMMARY PLAN DESCRIPTION

JULY 2017

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INTRODUCTION

This Plan was established in 1995 by the Union and the Association to provide retiree group health and related benefits to employees working in the inside electrical construction industry and under a Union Agreement between the Union and the Association. This document is both the Plan Document and the Summary Plan Description (SPD). Since the Plan's inception, the Union and the Association, other employer associations and other employers have bargained for other bargaining units to participate in the Plan (Participant Groups). Since the establishment of the Plan for the inside electrical construction industry Participant Group, the other Participant Groups started on the following dates: Effective July 1, 2009, employees working in the outside electrical construction industry; effective January 1, 2010 employees working in the line clearance industry; effective August 1, 2010 employees working for electric utilities (including REA cooperatives) (electric utility); effective July 1, 2015, employees working at the Newton Power Plant of Illinois Power Resources Generation (Dynegy); and effective February 1, 2015, employees working under the South-Central Illinois Regional Agreement (SCIRA).

In consultation with the Plan's Actuary, the Trustees have established Benefit Programs (benefits and eligibility rules) for each Participant Group except for the electric utility industry. The electric utility Participant Group was negotiated by the Union and the electric utility employers to be limited to new employees only. All Benefit Programs under the Plan have a basic eligibility rule of 20 years of service. As of 2016, the employees in the electric utility Participant Group are still approximately 15 years away from satisfying such a rule. The Trustees intend that in the future after consultation with the Plan Actuary, the Trustees will establish an Electric Utility Benefit Program. In addition, the employees in the outside electrical construction industry and the line clearance industry are both covered by the Outside Benefit Program.

This SPD states the Plan terms in effect starting on July 1, 2017. For Plan terms in effect before this date, such terms are provided in earlier SPDs, Benefit Programs, and Summaries of Material Modification.

ARTICLE I – DEFINITIONS

Section 1 – **Association**

Southern Illinois Division, Illinois Chapter, National Electrical Contractors Association, Inc.

Section 2 – **Bargaining Unit Alumni**

An Employee is a Bargaining Unit Alumni if in the past, he was a member of a bargaining unit covered by an Agreement with the Union and was an active Participant in this Plan, and his current employer is either currently party to an Agreement with the Union requiring contributions to this Plan or is the Union. To earn Future Service, a Bargaining Unit Alumni must be covered by an approved participation agreement between the Plan and the employer, or must have elected self-pay in compliance with the current Regulation on Self-Pay for Bargaining Unit Alumni.

Section 3 – **Electrical Industry**

Any and all types of work performed as an Employee, supervisor, owner, partner, officer, director, or adviser, involving or related to electrical construction, maintenance or repair of electricity or its apparatus, including but not limited to the trade jurisdiction of the IBEW as described in its Constitution of September, 2001, and as thereafter amended, work in the inside electrical construction, outside electrical construction, line clearance and electric utility industries, or the holding of an active electrical license if used directly or by others. It does not include work as an electrical inspector for a government or as an instructor in an apprentice or other education program sponsored by parties to the Trust Agreement for this Plan or as an instructor in an outside construction industry or line clearance industry apprenticeship program jointly established by the Union and employers.

Section 4 – **Employee**

A person working under the terms of a Union Agreement. A person otherwise meeting the definition of Employee is not to be excluded because the person has an ownership interest in or a management position with an Employer. The term "Employee" may also include, with the consent of the Trustees, Employees of a Union; Employees of any trust fund established by a Union and the Association; Employees working in any field represented by the Union (for example, instructors in electricity at vocational schools, Employees performing electrical work at Government institutions); persons working under the terms of other Union Agreements; other persons for whom contributions are required under the terms of a written agreement with a Union or the Trustees (for example, a foreman who may work from time to time outside the terms of a Union Agreement for an Employer), and Bargaining Unit Alumni under conditions approved by the Board of Trustees.

Section 5 – **Employer**

An Employer that is party to, has assented to, or is otherwise bound by a Union Agreement requiring contributions to this Plan or who agrees in writing to make contributions to this Plan pursuant to a participation agreement with the Trustees.

Section 6 – **<u>Inside Benefit Program</u>**

Plan's schedule of benefits and eligibility rules for participants who earn Years of Service and Clock Hours under a Union Agreement defined in Article I, Section 12(a).

Section 7 – **<u>Outside Benefit Program</u>**

Schedule of benefits for participants who earn Years of Service and Clock Hours under a Union Agreement defined in Article I, Section 12(b).

Section 8 – **<u>Participant</u>**

Any Employee or former Employee who is or may become eligible to receive any benefit under the terms of the Plan or whose surviving spouse may be eligible to receive any benefit. An Employee becomes an eligible Participant when Employer contributions attributable to wages paid to the Employee by such Employer are first received by the Plan pursuant to a Union Agreement.

Section 9 – **<u>Totally and Permanently Disabled.</u>**

Totally and Permanently Disabled means the inability because of accident or illness to perform the duties of the job classifications of the last Union Agreement under which the Employee was working before the injury or illness causing his disability. The Trustees may require an examination of the Participant by a physician selected by the Trustees. The Trustees may accept the disability determination made by the Social Security Administration as sufficient evidence of being Totally and Permanently Disabled or the determination of the Employee's physician.

Section 10 – **<u>Trust Agreement</u>**

The Southern Illinois Electrical Retiree Welfare Plan Trust Agreement, as restated September 1, 1995 and as it may be amended thereafter.

Section 11 – **<u>Union</u>**

Local No. 702, International Brotherhood of Electrical Workers or any other union which, with consent of the Trustees, agrees to participate in this Plan.

Section 12 – **Union Agreement**

a. **Inside Benefit Program**: For the Inside Benefit Program, a Union Agreement is: (1) On and after August 1, 1995, a collective bargaining agreement with the Union and the Association, or any other collective bargaining agreement between the Union and an employer in the inside electrical construction industry which requires contributions to this Plan at the same contribution rate as the then current Union Agreement between the Union and the Association; and (2) Prior to August 1, 1995, a collective bargaining agreement between the Union and the Association covering the inside electrical construction industry.

b. **Outside Benefit Program**. For the Outside Benefit Program, a Union Agreement is: (1) On and after July 1, 2009 in the case of Lineman Participants and on and after January 1, 2010 in the case of Tree Trimmer/Line Clearance Participants, a collective bargaining agreement with the Union and the American Line Builders Chapter of the National Electrical Contractors Association or any other collective bargaining agreement between the Union and an employer in either the outside electrical construction industry or the line clearance industry which requires contributions to this Plan at the same rate as the then current Union Agreement between the Union and the American Line Builders Chapter of the National Electrical Contractors Association; and (2) Prior to July 1, 2009 in the case of Lineman Participants and prior to January 1, 2010 in the case of Tree Trimmer/Line Clearance Participants, a collective bargaining agreement between the Union and the American Line Builders Chapter of the National Electrical Contractors Association or an employer in the outside electrical construction industry or the line clearance industry.

c. **Electric Utility Benefit Program**. For the Electric Utility Benefit Program, a Union Agreement is a collective bargaining agreement with the Union and employers in the electric utility industry (including REA cooperatives) which provide for contributions to this Plan on or after August 1, 2010.

d. **Dynegy Benefit Program**. For the Dynegy Benefit Program, a Union Agreement is a collective bargaining agreement with (1) the Union and Illinois Power Resources Generation, LLC (Newton Plant) (Dynegy) which provides for either Employer or Employee contributions to this Plan on or after July 1, 2015, or (2) the Union and Dynegy or its predecessors at the Newton Power Plant (Ameren and CIPS) which expired on or before June 30, 2015 .

e. **SCIRA Benefit Program**. For the SCIRA Benefit Program, a SCIRA Union Agreement between the Union and the Association which is effective on or after February 1, 2015 and which provides for Employer contributions to this Plan.

Section 13 – **Electric Utility Benefit Program**

The schedule of benefits and eligibility rules to be adopted by the Trustees in the future after consultation with the Plan actuary for participants who earn Years of Service and Clock Hours under a Union Agreement between the Union and employers in the electric utility industry as defined in Article 1, Section 12(c).

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The schedule of benefits and eligibility rules for participants who earn Years of Service under a Union Agreement between the Union and Dynegy under Article 1, Section 12(d).

Section 15 – **SCIRA Benefit Program**

The schedule of benefits and eligibility rules for participants who earn Years of Service on or after February 1, 2015, under a Union Agreement between the Union and the Association under Article 1, Section 12(e).

ARTICLE II – INSIDE BENEFIT PROGRAM: BENEFITS AND ELIGIBILITY RULES

Section 1 – **Inside Benefit Program: Amount of Retiree Welfare Benefits**

The following monthly payment will be made to a group health plan or insurance company on behalf of an Eligible Inside Benefit Program Retiree or the lesser amount that the group health plan or insurance company may require for coverage of the Eligible Retiree and his dependents:

a. Age 60 and 61: $856.

b. Age 62 through 64: $592.

c. Age 65 until death of the Eligible Retiree: $455.

Section 2 – **Inside Benefit Program: Initial Eligibility Rules For Retiree Welfare Benefits**

a. **General**. To be an Eligible Retiree for Inside Retiree Welfare Benefits, a Participant must meet all of the following requirements:

1. **Age and Retirement**

A Participant must be at least 60 and retired from any type of work in the Electrical Industry after August 31, 1996.

2. **20 Inside Years of Service**

A Participant must have completed twenty (20) Inside Years of Service with Private Employers in the Inside Construction Electrical Industry as described in Article II, Section 2(b) below, or with Public Employers as described in Article IX below.

3. **Final Two Years**

At least two (2) Inside Years of Service during the last five (5) years before a Participant becomes eligible for benefits under this Plan must meet the requirements for Inside Years of Service with Private Employers as described in Article II, Section 2(b) below.

If a Participant is Totally and Permanently Disabled, as defined in Article I, Section 9 above throughout any one or more years during such last five (5) years, each such year of disability may be counted to meet this Final Two Inside Years of Service requirement.

Example: A Participant reaches age 60 in 2005 with more than 20 Inside Years of Service and last worked when age 56. He was Totally and Permanently Disabled before he became injured at age 57; such disability continued for one year. He meets the requirements of Final Two Inside Years of Service during the last five (5) years before age 60 because he had one year of service while age 56 and the year that he was Totally and Permanently Disabled counts as the second required year.

b. **Inside Years of Service with Private Employers in the Inside Construction Electrical Industry Defined**: An Inside Year of Service with Private Employers in the Inside Construction Electrical Industry (Inside Year of Service) is a calendar year during which a Participant meets the following requirement for hours worked under a Union Agreement as defined in Article I, Section 12(a) (Inside Clock Hours).

1. Service Prior to 1965. Prior to 1965, any year during which a Participant performed any work under a Union Agreement as defined in Article I, Section 12(a) will count as one (1) Inside Year of Service.

2. Service from 1965 through 1995. From 1965 through 1995, a Participant will be credited with one (1) Inside Year of Service for each 1,000 Inside Clock Hours, disregarding Inside Clock Hours during any year when the Participant had less than 300 Inside Clock Hours. The total number of Inside Years of Service credited may not exceed the number of years during which the person worked 300 or more Inside Clock Hours. Example: Fox worked 21,000 Inside Clock Hours during a 20 year period from 1976 through 1995 under Union Agreements as defined in Article I, Section 11(a). In 15 of those years he worked

at least 300 Inside Clock Hours. In five of those years he worked only 200 Inside Clock Hours a year; therefore, these 1,000 Inside Clock Hours are not counted. This leaves 20,000 Inside Clock Hours, potentially equal to 20 Inside Years of Service [20,000 divided by 1,000], but Fox is entitled only to 15 Inside Years of Service because that is the number of years during which he worked more than 300 Inside Clock Hours.

3. Service from 1996 Forward-Future Service. From 1996 forward, a Participant will be credited with one (1) Inside Year of Service for each 1,400 Inside Clock Hours, disregarding Inside Clock Hours during any year when the person had less than 300 Inside Clock Hours. The total number of Inside Years of Service credited may not exceed the number of years during which the Participant worked 300 or more Inside Clock Hours. Example: Fox worked these Inside Clock Hours: 200 in 1996, 800 in 1997, 2,200 in 1998, 1,900 in 1999, 1,200 in 2000, and 900 in 2001. The 200 in 1996 do not count. The remaining 7,000 Inside Clock Hours are divided by 1,400 producing five. Since Fox had five years with more than 300 Inside Clock Hours, he is entitled to the five Inside Years of Service.

4. Outside Clock Hours earned by a Participant on and after July 1, 2009. A Participant will be given credit towards Inside Years of Service for each Outside Clock Hour earned by a Participant on and after July 1, 2009. All other Plan rules applying to Inside Clock Hours will apply to these Outside Clock Hours.

5**.** Maximum of Ten SCIRA Years of Service Treated as Inside Years of Service. A maximum of 10 SCIRA Years as defined in Article V will be treated as Inside Years of Service for purposes of determining a participant's initial eligibility for Inside Retiree Welfare Benefits.

Section 3 – **Inside Benefit Program: Amount of Disability Welfare Benefits**

If an Employee becomes Totally and Permanently Disabled, any self-pay premium required for coverage of the Employee and his dependents up to $856 monthly shall be payable to the group health plan or insurance company covering the Employee from the time that he became disabled. This Benefit shall be payable for a maximum of 36 months or the date the Trustees determine that the Employee is no longer Totally and Permanently Disabled, whichever is earlier.

Section 4 – **Inside Benefit Program: Initial and Continuing Eligibility Rules for Disability Welfare Benefits.**

The Employee must have five (5) Inside Years of Service, as defined in Article II, Section 2(b), with at least one (1) Inside Year of Service during the two calendar years immediately preceding the date of the Employee's disability. During the 36 months period of Disability Welfare Benefits, the Employee must meet the Plan's definition of Totally and Permanently Disabled.

Section 5 – **Inside Benefit Program: Amount of Pre and Post Retirement Surviving Spouse Welfare Benefit.**

An eligible surviving spouse will receive a Surviving Spouse Welfare Benefit of premium payments to a group health plan on behalf of the surviving spouse for up to 36 months in the following amounts (based upon the age of the Surviving Spouse):

1. Age 60 and 61: $856.

2. Age 62 through 64: $592.

3. Age 65: $455.

Section 6 – **Inside Benefit Program: Eligibility Rules for Pre and Post Retirement Surviving Spouse Welfare Benefits.**

A. **Eligibility Rules for Pre Retirement Surviving Spouse Welfare Benefits**. The surviving spouse of a participant in the Inside Benefit Program who dies before starting to receive Retiree Welfare Benefits under this Plan, may be eligible for a Surviving Spouse Benefit under the terms of this Section. The participant must have met either Section 6(A)(1) or 6(A)(2) at the time of his death:

1. The participant must have had five (5) Inside Years of Service and met the requirements of Article II, Section 2(a)(3) on Final Two Years, except that the required two (2) Inside Years of Service must be within the last five (5) years before the Employee's death; or

2. An apprentice indentured in the Local 702 Inside Wireman's JATC who has completed his probationary period, so long as he remains as an indentured apprentice. After completion of apprenticeship, eligibility will be continued for one year for each year during apprenticeship that the Employee worked less than 1,400 Inside Clock Hours - -provided that the former apprentice is continuously working for a Private or Public Employer referred to in this Plan.

B. **Eligibility Rules for Post Retirement Surviving Spouse Welfare Benefits**

To be eligible for Post Retirement Surviving Spouse Welfare Benefits, a surviving spouse must be married to an Eligible Retiree who dies while receiving

Retiree Welfare Benefits under the Inside Benefit Program that are payable to a group health plan and the surviving spouse is a covered dependent in the group health plan.

C. **Continuing Eligibility Rules for All Surviving Spouse Benefits.**

The surviving spouse must satisfy the general conditions in Article VII, and the continuing eligibility rules for surviving spouse benefits appearing Article VII, Section 6.

ARTICLE III – OUTSIDE BENEFIT PROGRAM: BENEFITS AND ELIGIBILITY RULES

Section 1 – **Outside Benefit Program: Amount of Retiree Welfare Benefits**

The following monthly payment will be made to a group health plan or insurance company on behalf of an Eligible Outside Benefit Program Retiree or the lesser amount that the group health plan or insurance company may require for coverage of the Eligible Retiree and his dependents:

a. Retiree under age 65 (not married): $551.

b. Retiree 65 and over (not married): $196.

c. Retiree and spouse under age 65: $1,102.

d. Retiree age 65 and over/spouse under age 65: $747.

e. Retiree under age 65 and spouse age 65 and over: $747.

f. Retiree and spouse both age 65 and over: $393.

Section 2 – **Outside Benefit Program: Initial Eligibility Rules for Retiree Welfare Benefits**

a. **General**. To be an Eligible Retiree for Outside Retiree Welfare Benefits, a Participant must meet all of the following requirements:

1. **Age, Retirement and Initial Participation**. A Participant must be at least 60, retired from any type of work in the Electrical Industry on or after July 1, 2009 for linemen participants and January 1, 2010 for tree trimmer/line clearance participants, and have earned at least 1,400 Outside Clock Hours under a Union Agreement defined in Article II, Section 2(b)(3) [Outside Union Agreements requiring contributions to this Plan].

2. **20 Outside Benefit Program Years of Service**. A Participant must have completed twenty (20) Outside Years of Service with Private Employers in the Outside Construction/Line Clearance Electrical Industry as described in Article II, Section 2(b) below, or with Public Employers as described in Article IX below.

3. **Final Two Years**. At least two (2) Outside Years of Service during the last five (5) years before a Participant becomes eligible for benefits under this Plan must meet the requirements for Outside Years of Service with Private Employers in the Outside Construction/Line Clearance Electrical Industry as described in Article III, Section 2(b) below.

If a Participant is Totally and Permanently Disabled, as defined in Article I, Section 9 throughout any one or more years during such last five (5) years, each such year of disability may be counted to meet this Final Two Outside Years of Service requirement.

Example: A Participant reaches age 60 in 2015 with more than 20 Outside Years of Service and last worked when age 56 in 2011. He was Totally and Permanently Disabled before he became injured at age 57; such disability continued for one year. He meets the requirements of Final Two Years of Service during the last five (5) years before age 60 because he had one year of service while age 56 and the year that he was Totally and Permanently Disabled counts as the second required year.

b. **Outside Years of Service with Private Employers in the Outside Construction/Line Clearance Electrical Industry Defined**: An Outside Year of Service with Private Employers in the Outside Construction/Line Clearance Electrical Industry (Outside Year of Service) is a calendar year during which a Participant meets the following requirement for hours worked under a Union Agreement as defined in Article I, Section 12(b) (Outside Benefit Program) (Outside Clock Hours).

1. **Service Prior to 1965**. Prior to 1965, any year during which a Participant performed any work under a Union Agreement as defined in Article I, Section 12(b) will count as one (1) Outside Year of Service.

2. **Service from 1965 through and before July 1, 2009 in the case of Linemen Participants, and before January 1, 2010 in the case of Tree Trimmer/Line Clearance Participants**. From 1965 through 1995, a Participant will be credited with one (1) Outside Year of Service for each 1,000 Outside Clock Hours, disregarding Outside Clock Hours during any year when the Participant had less than 300 Outside Clock Hours. From 1996 and before July 1, 2009 in the case of Linemen Participants and before January 1, 2010 in the case of Tree Trimmer/Line Clearance Participants, a Participant will be credited with one (1) Outside Year of Service for each 1,400 Outside Clock

Hours worked, disregarding Outside Clock Hours during any year when the Participant had less than 300 Outside Clock Hours. The total number of Outside Years of Service credited may not exceed the number of years during which the person worked 300 or more Outside Clock Hours. Example: Fox worked 29,000 Outside Clock Hours during a 20 year period from 1996 through 2015 under Union Agreements as defined in Article I, Section 12(b). In 15 of those years he worked at least 300 Outside Clock Hours. In five of those years he worked only 200 Outside Clock Hours a year; therefore, these 1,000 Outside Clock Hours are not counted. This leaves 28,000 Outside Clock Hours, potentially equal to 20 Outside Years of Service [28,000 divided by 1,400], but Fox is entitled only to 15 Outside Years of Service because that is the number of years during which he worked more than 300 Outside Clock Hours.

3. **<u>Service on and after July 1, 2009 in the case of Lineman Participants and on and after January 1, 2010 in the case of Tree Trimmer/Line Clearance Participants-Future Service</u>**. On and after July 1, 2009 in the case of Lineman Participants and on and after January 1, 2010 in the case of Tree Trimmer/Line Clearance Participants forward, a Participant will be credited with one (1) Outside Year of Service for each 1,400 Outside Clock Hours worked, disregarding Outside Clock Hours during any year when the person had less than 300 Outside Clock Hours. The total number of Outside Years of Service credited may not exceed the number of years during which the Participant worked 300 or more Outside Clock Hours. Example: Fox worked these Outside Clock Hours: 200 in 2016, 800 in 2017, 2,200 in 2018, 1,900 in 2019, 1,200 in 2020, and 900 in 2021. The 200 in 2016 do not count. The remaining 7,000 Clock Hours are divided by 1,400 producing five. Since Fox had five years with more than Outside 300 Clock Hours, he is entitled to the five Outside Years of Service.

Section 3 – **<u>Outside Benefit Program: Amount of Disability Welfare Benefits</u>**

If an Employee becomes Totally and Permanently Disabled, any self-pay premium required for coverage of the Employee and his dependents up to $551 monthly for a Participant under age 65 and $196 monthly for a Participant age 65 and older shall be payable to the group health plan or insurance company covering the Employee from the time that he became disabled. This Benefit shall be payable for a maximum of 36 months or the date the Trustees determine that the Employee is no longer Totally and Permanently Disabled, whichever is earlier.

Section 4 – **<u>Outside Benefit Program: Initial and Continuing Eligibility Rules for Disability Welfare Benefits.</u>**

The Employee must have five (5) Outside Years of Service, as defined in Article II, Section 2(b), with at least one (1) Outside Year of Service during the two calendar years immediately preceding the date of the Employee's disability. In addition, the Employee must have earned at least 1,400 Outside Clock Hours under a Union Agreement defined in Article III, Section 2(b)(3) [Outside Union Agreements requiring contributions to this Plan] and the disability must commence after the participant earned these 1,400 Outside Clock Hours. During the 36 months period of Disability Welfare Benefits, the Employee must meet the Plan's definition of Totally and Permanently Disabled.

Section 5 – **<u>Outside Benefit Program: Amount of Pre and Post Retirement Surviving Spouse Welfare Benefits.</u>**

An eligible surviving spouse will receive a Surviving Spouse Welfare Benefit of premium payments to a group health plan on behalf of the surviving spouse for up to 36 months in the following amounts (based upon the age of the Surviving Spouse):

A. Under age 65: $551;

B. Age 65 and older: $196

Section 6 – **Outside Benefit Program: Eligibility Rules for Pre and Post Retirement Surviving Spouse Welfare Benefits.**

A. **Eligibility Rules for Pre Retirement Surviving Spouse Welfare Benefits**. The surviving spouse of a participant in the Outside Benefit Program who dies before starting to receive Retiree Welfare Benefits under this Plan, may be eligible for a Surviving Spouse Benefit under the terms of this Subsection. A participant must have earned at least 1,400 Outside Clock Hours under a Union Agreement defined in Article III, Section 2(b)(3) [Outside Union Agreements requiring contributions to this Plan] and the participant's death must have occurred after the participant earned these 1,400 Outside Clock Hours. In addition, the participant must have met either Section 6(A)(1) or 6(A)(2) at the time of his death:

1. The participant must have had five (5) Outside Years of Service and met the requirements of Article III, Section 2(a)(3) on Final Two Years, except that the required two (2) Outside Years of Service must be within the last five (5) years before the Employee's death; or

2. An apprentice indentured in an outside construction industry or line clearance industry apprenticeship program jointly established by the Union and employers, who has completed his probationary period, so long as he remains as an indentured apprentice. After completion of apprenticeship, eligibility will be continued for one year for each year during apprenticeship that the Employee worked less than 1,400 Outside Clock Hours - -provided that the former apprentice is continuously working for a Private or Public Employer referred to in this Plan.

B. **Eligibility Rules for Post Retirement Surviving Spouse Welfare Benefits.**

To be eligible for Post Retirement Surviving Spouse Welfare Benefits, a surviving spouse must be married to an Eligible Retiree who dies while receiving Retiree Welfare Benefits under the Inside Benefit Program that are payable to a group health plan and the surviving spouse is a covered dependent in the group health plan.

C. **Continuing Eligibility Rules for All Surviving Spouse Benefits.**

The surviving spouse must satisfy the general conditions in Article VII, and the continuing eligibility rules for surviving spouse benefits appearing Article VII, Section 6.

ARTICLE IV – DYNEGY BENEFIT PROGRAM: BENEFITS AND ELIGIBILITY RULES

Section 1 – **Dynegy Benefit Program: Amount of Retiree Welfare Benefits.**

The following monthly payment will be made to a group health plan or insurance company on behalf of an Eligible Dynegy Benefit Program Retiree or the lesser amount that the medical welfare plan or insurance company may require for coverage of the Eligible Retiree and his dependents:

a. Age 60 through 64: $730.88 (retiree only)/$1,461.7**6** (retiree and spouse)
b. Age 65 plus: $224.00 (retiree only)/$448.00 (retiree and spouse).

c. Retiree or spouse under age 65 and other over age 65: $954.88 (retiree and spouse).

Section 2 – **Dynegy Benefit Program: Initial Eligibility Rules for Retiree Welfare Benefits.**

a. **General**. To be an Eligible Retiree for Dynegy Retiree Welfare Benefits, a Participant must meet all of the following requirements:

1. **Age, Retirement and Initial Participation**. A Participant must be (i) at least 60, (ii) actively employed under the Union Agreement defined in Article I, Section 12(d) on and after July 1, 2015, and (iii) retire from any type of work in the Electrical Industry including employment with Dynegy after July 1, 2015.

2. **Twenty (20) Dynegy Benefit Program Years of Service**. A Participant must have completed twenty (20) Dynegy Years of Service as described in Article IV, Section 2(b) below.

b. **Dynegy Years of Service** Defined: A Dynegy Year of Service is a July 1/June 30 year during which a Participant meets the following requirement for hours worked under a Union Agreement as defined in Article I, Section 12(d).

1. **Service Prior to July 1, 2015**. Prior to July 1, 2015, any year during which a Participant worked full-time under a Union Agreement as defined

in Article I, Section 12(d) will count as one (1) Dynegy Year of Service. Full-time work is defined as 1000 hours or more of paid time in a July 1/June 30 year.

2. **Service on and after July 1, 2015 for Dynegy Participants**. On and after July 1, 2015, a Participant will be credited with one (1) Dynegy Year of Service for each year (measured from July 1 to June 30) that the Participant worked full-time under the Union Agreement on and after July 1, 2015. Full-time work is defined as 1000 hours or more of paid time in a July 1/June 30 year.

c. . **Excluded participation**. Employees who have met the eligibility requirements for the Ameren Retiree Medical Plan on the date of 2013 sale of the Newton Power Plant from Ameren to Dynegy are excluded from participation in this Plan.

Section 3 – **Dynegy Benefit Program: Amount of Disability Welfare Benefits.**

If an Employee becomes Totally and Permanently Disabled, any self-pay premium required for coverage of an Employee and his dependents up to $285.50 monthly for an Employee under age 65, $571.00 monthly for an Employee and spouse both under age 65, $87.50 monthly for an Employee over age 65, $175.00 monthly for an Employee and spouse both over age 65, $373.00 monthly for an Employee and spouse coverage where either the Employee or the spouse is under age 65 and the other is over age 65, shall be payable to the medical welfare plan or insurance company covering the Employee from the time that he became disabled. This Benefit shall be payable for a maximum of 36 months or the date the Trustees determine that the Employee is no longer Totally and Permanently Disabled, whichever is earlier. Disability benefits will not start until the Employee has exhausted employer funded medical benefits under the active group medical plan or insured medical benefits or premium payments under the employer funded long term disability plan.

Section 4 – **Dynegy Benefit Program: Initial and Continuing Eligibility Rules for Disability Welfare Benefits.**

The Employee must have five (5) Dynegy Years of Service, as defined in Article IV, Section 2 (b). In addition, the Employee must have been actively employed on or after July 1, 2015 under the Union Agreement defined in Article I, Section 12(d). The Employee's Total and Permanent Disability as defined in Article I, Section 9 must commence after July 1, 2015 while the Employee was actively employed under the Union Agreement defined in Article I, Section 12(d). During the 36 months period of Disability Welfare Benefits, the Employee must meet the Plan's definition of Totally and Permanently Disabled.

Section 5 – **Dynegy Benefit Program: Amount of Pre and Post Retirement Surviving Spouse Welfare Benefits.**

An eligible surviving spouse will receive a Surviving Spouse Welfare Benefit of premium payments to a group health plan on behalf of the surviving spouse for up to 36 months in the following amounts (based upon the age of the Surviving Spouse):

1. Under age 65: $730.88;

2. Age 65 and older: $224.00

Section 6 – **Dynegy Benefit Program: Eligibility Rules for Pre and Post Retirement Surviving Spouse Welfare Benefits.**

A. **Eligibility Rules for Pre Retirement Surviving Spouse Welfare Benefits**. The surviving spouse of a participant in the Dynegy Benefit Program who dies before starting to receive Retiree Welfare Benefits under this Plan, may be eligible for a Surviving Spouse Benefit under the terms of this Section. The Participant must have five (5) Dynegy Years of Service, as defined in Article IV, Section 2(b). In addition, the Participant must have been actively employed on or after July 1, 2015 under the Union Agreement defined in Article I, Section 12(d). The Participant's death must occur after July 1, 2015 while the Participant was actively employed under the Union Agreement defined in Article I, Section 12(d).

B. **Eligibility Rules for Post Retirement Surviving Spouse Welfare Benefits.**

To be eligible for Post Retirement Surviving Spouse Welfare Benefits, a surviving spouse must be married to an Eligible Retiree who dies while receiving Retiree Welfare Benefits under the Dynegy Benefits Program that are payable to a group health plan and the surviving spouse is a covered dependent in the group health plan.

C. **Continuing Eligibility Rules for All Surviving Spouse Benefits.**

The surviving spouse must satisfy the general conditions in Article VII, and the continuing eligibility rules for surviving spouse benefits appearing Article VII, Section 6.

ARTICLE V – SCIRA BENEFIT PROGRAM:
BENEFITS AND ELIGIBILITY RULES

Section 1 – **SCIRA Benefit Program: Amount of Retiree Welfare Benefits.**

The following monthly payment will be made to a group health plan or insurance company on behalf of an Eligible SCIRA Benefit Program Retiree or the lesser amount that the medical welfare plan or insurance company may require for coverage of the Eligible Retiree and his dependents:

a. Ages 60 and 61: $652

b. Ages 62 to 64: $449

c. 65 and above: $371

Section 2 – **SCIRA Benefit Program: Initial Eligibility Rules for Retiree Welfare Benefits.**

a. **General**. To be an eligible Retiree for SCIRA Retiree Welfare Benefits, a Participant must meet all of the following requirements:

1. **Age, Retirement and Initial Participation**. A Participant must be (i) at least 60, (ii) actively employed under the Union Agreement defined in Article I, Section 12(e) on and after February 1, 2015, and (iii) retire from any type of work in the Electrical Industry.

2. **Twenty (20) SCIRA Benefit Program Years of Service**. A Participant must have completed twenty (20) SCIRA Years of Service as described in Article V, Section 2(b)(2).

3. **Final Two Years**.

At least two (2) SCIRA Years of Service during the last five (5) years before a Participant becomes eligible for benefits under this Plan must meet the requirements for SCIRA Years of Service, and not be Service with Public Employers.

If a Participant is Totally and Permanently Disabled, as defined in Article I, Section 9 below throughout any one or more years during such last five (5) years, each such year of disability may be counted to meet this Final Two Years of Service requirement.

b. **SCIRA Years of Service Defined**: Effective for Clock Hours earned on or after February 1, 2015, a Participant will be credited with one (1) SCIRA Year of Service for each 1400 SCIRA Clock Hours, disregarding SCIRA

Clock Hours during any year when the person had less than 300 SCIRA Clock Hours. The total number of SCIRA Years of Service credited may not exceed the number of years during which the Participant worked 300 or more SCIRA Clock Hours. Example: Jones worked these SCIRA Clock Hours: 200 in 2016, 800 in 2017, 2,200 in 2018, 1,900 in 2019, 1,200 in 2020, and 900 in 2021. The 200 in 2016 do not count. The remaining 7,000 SCIRA Clock Hours are divided by 1,400 providing five. Since Jones had five years of more than 300 SCIRA Clock Hours, he is entitled to five SCIRA Clock Hours.

c. **No past service credit.** There is no past service credit for the SCIRA Benefit Program.

d**. Service with Public Employers.** Effective for Clock Hours earned on or after February 1, 2015, a SCIRA participant may earn SCIRA Years of Service with a public employer subject to the same rules as applied to Inside participants for Years of Service on and after February 1, 2015 in Article IX.

Section 3 – **SCIRA Benefit Program: Amount of Disability Welfare Benefits.**

If an Employee becomes Totally and Permanently Disabled, any self-pay premium required for coverage of the Employee and his dependents up to $652 monthly for a Participant to the medical welfare plan or insurance company covering the Employee from the time that he became disabled. This Benefit shall be payable for a maximum of 36 months or the date the Trustees determine that the Employee is no longer Totally and Permanently Disabled, whichever is earlier.

Section 4 – **SCIRA Benefit Program: Initial and Continuing Eligibility Rules for Disability Welfare Benefits.**

The Participant must have five (5) SCIRA Years of Service, as defined in Article V, Section 2(b). In addition, the Participant must have been actively employed on or after February 1, 2015 under the Union Agreement defined in Article I, Section 12(e). The Participant's Total and Permanent Disability as defined in Article I, Section 9 must commence after February 1, 2015 while the Participant was actively employed under the Union Agreement defined in Article I, Section 12(e). During the 36 months period of Disability Welfare Benefits, the Employee must meet the Plan's definition of Totally and Permanently Disabled.

Section 5 – **SCIRA Benefit Program: Amount of Pre and Post Retirement Surviving Spouse Welfare Benefit.**

An Eligible Surviving Spouse will receive a Surviving Spouse Welfare Benefit of premium payments to a group health plan on behalf of the surviving spouse for up to 36 months in the following amounts (based upon the age of the Surviving Spouse):

a. Ages 60 and 61: $652

b. Ages 62 to 64: $449

c. 65 and above: $371

Section 6 – **<u>SCIRA Benefit Program: Eligibility Rules for Pre and Post Retirement Surviving Spouse Welfare Benefits</u>**.

A. **<u>Eligibility Rules for Pre Retirement Surviving Spouse Welfare Benefits</u>**.

The surviving spouse of a participant in the SCIRA Benefit Program who dies before starting to receive Retiree Welfare Benefits under this Plan, may be eligible for a Surviving Spouse Benefit under the terms of this Section. The Participant must have five (5) SCIRA Years of Service, as defined in Article V, Section 2(b). In addition, the Participant must have been actively employed on or after February 1, 2015 under the Union Agreement defined in Article I, Section 12(e). The Participant's death must occur after February 1, 2015 while the Participant was actively employed under the Union Agreement defined in Article I, Section 12(e).

B. **<u>Eligibility Rules for Post Retirement Surviving Spouse Welfare Benefits.</u>**

To be eligible for Post Retirement Surviving Spouse Welfare Benefits, a surviving spouse must be married to an Eligible Retiree who dies while receiving Retiree Welfare Benefits under the SCIRA Benefit Program that are payable to a group health plan and the surviving spouse is a covered dependent in the group health plan.

C. **<u>Continuing Eligibility Rules for All Surviving Spouse Benefits.</u>**

The surviving spouse must satisfy the general conditions in Article VII, and the continuing eligibility rules for surviving spouse benefits appearing Article VII, Section 6.

<u>ARTICLE VI – ELECTRIC UTILITY BENEFIT PROGRAM: BENEFITS AND ELIGIBILITY RULES</u>

[This Article is intentionally reserved and left blank.]

ARTICLE VII – GENERAL BENEFIT LIMITATIONS AND EXCLUSIONS FOR ALL WELFARE BENEFITS

Section 1 – **Continuation of Group Health Welfare Benefits Coverage.**

The Participant must be eligible for continuation of group health welfare benefits coverage with an employment-related plan, such as the NECA-IBEW Welfare Trust Fund (located at Decatur, Illinois), the Line Construction Benefit Fund (Lineco), or another group health plan; or the Participant must provide proof of eligibility for continuation coverage with a medical benefits insurance company.

As required by rules of the Internal Revenue Service, effective January 1, 2014, the Plan will not provide a retiree or surviving spouse group health benefit/premium for an individual health insurance policy purchased through the healthcare exchanges established under the Affordable Care Act.

Example: A Participant who does not maintain eligibility with an employment-related plan may be eligible for this benefit by securing health insurance coverage with an insurance company. The Participant must provide this Plan with documentation sufficient to issue the benefit payment to the employment-related plan or the insurance company.

Section 2 – **Limitation on monthly benefit payment made by Plan.**

Notwithstanding the above, no Welfare Benefits provided by this Plan will exceed the applicable premium charged by the group health plan or insurance company providing medical benefits to the Eligible Retiree or Surviving Spouse.

Section 3 – **Exclusion if eligible for benefits under a retiree medical plan.**

No benefit will be payable to an Eligible Retiree or Surviving Spouse if that Eligible Retiree or Surviving Spouse is eligible for any type of retiree medical benefit from any employer sponsored group health plan or by an employer.

Section 4 – **Exclusion if Retiree returns to work in the Electrical Industry or if Retiree or Surviving Spouse becomes employed and covered by an employment based group health plan.**

If an Eligible Retiree returns to work in the Electrical Industry or an Eligible Retiree or a Surviving Spouse works elsewhere and becomes eligible as an active employee for group health coverage, while so eligible, the benefit from this Plan is forfeited; otherwise benefits from this Plan will continue during such employment. The Eligible Retiree or Surviving Spouse must notify the Plan

Office when he becomes covered as an active employee and when such coverage stops.

Example: A Participant retires at age 60 and begins to receive the Retiree Welfare Benefit. He returns to work 12 months later and becomes eligible for group health benefits 15 months later with his new Employer and such coverage continues to the 25th month when he stops work again. Retiree welfare benefits from this Plan are forfeited during the ten-month period (from the 15th month through the 25th month, while he is covered by the group health plan where he was employed). Benefits from this Plan resume starting with the 26th month.

Section 5 – **Loss of Monthly Benefits for Late Applications.**

If a Participant or Surviving Spouse is otherwise eligible and fails to timely file an application for benefits with the Fund Office, he will lose benefits for the months before his application is filed and processed.

Section 6 – **Exclusions Applicable to Pre and Post Retirement Surviving Spouse Welfare Benefits.**

A. **Exclusion if Surviving Spouse covered by another employer based welfare plan**. No Surviving Spouse Benefit is payable if the surviving spouse is covered by a welfare plan sponsored by her employer.

B. **Exclusion if Surviving Spouse Remarries** The Surviving Spouse Benefit will cease at the end of any month during which the surviving spouse remarries.

Section 7 – **Examples of How Benefits May Be Lost.**

The following is a list of examples for how benefits may be lost under the Plan.

a. **Return to Work – Suspension for Benefits**

If an Eligible Retiree returns to work in the Electrical Industry or works elsewhere and becomes eligible as an active employee in a group health plan, while so eligible the benefit from this Plan is forfeited.

b. **Disabled Employee Benefits**

Benefits payable on behalf of an Employee who is Totally and Permanently disabled will cease after 36 months or, if earlier, the date the Trustees determine that the Employee is no longer Totally and Permanently Disabled.

c. **Surviving Spouse Benefits**

1. Benefits payable on behalf of a surviving spouse upon the death of an Eligible Retiree will cease after 36 months or, if earlier, at the end of any month during which the surviving spouse remarries or becomes eligible for benefits under a group health plan.

2. Benefits payable on behalf of a surviving spouse upon the death of an Employee will cease after 36 months or, if earlier, at the end of any month during which the surviving spouse remarries, or dies.

d. **Failure to Make Timely Application for Benefits**

If an Eligible Retiree, Employee, or surviving spouse fails to make an application for benefits, the benefits will not be paid.

e. **Plan Termination**

If the Plan is terminated, whether by action of the Trustees, the Union and the Association, or by requirements of any law, benefits may be reduced or otherwise changed, or benefits may be reduced if the assets of the Plan are insufficient to pay all benefits.

f. **Benefit Changes**

If the Plan is amended so as to change the benefits or any of the terms or conditions under which benefits are paid, benefits may be reduced or otherwise changed.

ARTICLE VIII – GENERAL PLAN RULES ON CONTINUED WELFARE BENEFITS

Section 1 – **Direct payment to group health plan.**

This Plan will pay the Retiree Welfare Benefit directly to the retiree group health plan or insurance company providing retiree medical benefits to an eligible participant or beneficiary. Any remaining balance due for coverage must be promptly paid by the Eligible Retiree to the group health plan or insurance company.

Section 2 – **Advance submission of benefit application required.**

An application should be submitted to this Fund at least 60 days before the first medical benefit payment is required for continued coverage of the Eligible Retiree.

Section 3 – **Bargaining Unit Alumni.**

An employee who meets the Plan's definition of Bargaining Unit Alumni may resume or continue participation in the Plan under either an approved bargaining unit alumni participation agreement between the Board of Trustees and the employee's employer or under the Plan's bargaining unit alumni self pay regulation. Contact the Fund Office for further details.

Section 4 – **Opt out of Benefits Only (not contributions**).

Effective January 1, 2014, a participant, former participant, or surviving dependent is permitted to permanently opt out of and waive future benefits under the Plan. This opt out feature is intended to permit individuals to claim a Code Section 36B premium tax credit which may be available in the exchanges established under the Affordable Care Act.

ARTICLE IX – SERVICE WITH PUBLIC EMPLOYERS (INSIDE, OUTSIDE AND SCIRA BENEFIT PROGRAMS)

Subject to the special effective date for the SCIRA Benefit Program provided for in Article V, if a Participant has at least five Years of Service with Private Inside Employers under either Article II, Sections 2(b), five Years of Service with Private Outside Employers under Article III, Section 2(b), or five Years of Service with Private SCIRA Employers under Article V, Section 2(b), and is performing work in the Electrical Industry for a Public Employer where he is represented by the Union in dealing with the Public Employer, such Public Employer work may be counted in computing the remaining Years of Service required to meet the 20 Years of Service requirement of Article II, Section 2(a)(2), Article III, Section 2(a)(2), or Article V, Section 2(a)(2) (the 20 Year of Service Rule), on the following basis:

a. **Service Prior to 1965.** Prior to 1965 any year during which a Participant performed any work under an Agreement between the Union and a Public Employer, or in a Public Employer bargaining unit represented by the Union will count as one (1) Year of Service.

b. **Service from 1965 through 1995.** From 1965 through 1995, a Participant will be credited with one (1) Year of Service for each 1,000 hours worked under an Agreement between the Union and a Public Employer, or in a Public Employer bargaining unit represented by the Union (Clock Hours), disregarding Clock Hours during any year when the person had less than 300 Clock Hours; the total number of years credited may not exceed the number of years during which the person worked 300 or more Clock Hours.

c. **1996 Forward**. From 1996 forward, a Participant will be credited with one (1) Year of Service for each 1,400 Clock Hours worked under an Agreement between the Union and a Public Employer, or in a Public Employer bargaining unit represented by the Union, disregarding Clock Hours during any year when the Participant had less than 300 Clock Hours. The total number of years credited may not exceed the number of years during which the Participant worked 300 or more Clock Hours.

ARTICLE X – GENERAL INFORMATION

Section 1 – **Claim and Appeal Procedures.**

a. **Applying for Benefits**

A Participant should contact the Fund Office or his Union office to secure an application for benefits and submit the completed application to the Fund Office at least two months before the first month for which he is seeking a benefit.

The application must clearly identify the group health plan or insurance company where you are eligible to self-pay for continuation coverage (such as the NECA-IBEW Welfare Trust Fund at Decatur, Illinois or the Line Construction Benefit Fund).

b. **Claim Processing**

If a properly-completed application is denied, in whole or in part, a claimant will be notified within 90 days (normally within 45 days) after receipt of the written claim. In some cases additional time may be needed; if so, the claimant will be advised of the special circumstances requiring more time and when an answer may be expected. If it is determined that a claimant is not entitled to benefits under this Plan, or that a claimant is entitled to a lesser benefit than the amount claimed, the claimant will be furnished with a written statement which includes:

1. The specific reason or reasons for the denial or reduction;

2. A specific reference to the pertinent Plan provisions on which the denial or reduction is based;

3. A description of any additional material or information necessary for you to establish your right to benefits and an explanation of why such material or information is necessary; and

4. An explanation of the Plan's claim review procedure, (known as "Appeal Procedure") including the time limits for filing an appeal and how long the Plan has to make a determination on an appeal.

c. **Appeal Procedure**

The claimant or a person authorized to act for the claimant (“representative”) may appeal any denial of a request for benefits by filing a request for review addressed to the Trustees of Southern Illinois Electrical Retiree Welfare Plan at the Fund Office. In connection with such a request, documents pertaining to the claim may be reviewed and copied, free of charge by the claimant.

A request for review must be filed within six months after receipt of the written notice of denial of a claim for benefits. The claimant or his representative may request that the Trustees hold a hearing on the request for review. If such a request is approved by the Trustees, the claimant or his representative will be given at least ten days written notice of the hearing date by certified mail, unless waived with consent. Continuance of the date of any hearing may be granted for good cause.

A written decision will be rendered no later than 60 days after receipt of a request for review. If there are special circumstances requiring more time, the decision may be delayed, but not later than 120 days after receipt of the request for review If the Trustees have designated a party or parties to decide the issues, the Trustees may review (and may change) the decision. The decision will be mailed to claimant or his representative by certified mail. If the decision is adverse, it will include:

1. The specific reason or reasons for the adverse determination;

2. A reference to the specific Plan provisions on which the adverse determination is based;

3. A statement that the claimant is entitled to receive upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the adverse determination; and

4. A statement of the claimant’s right to bring a court action under Section 502(a) of ERISA.

Use of this appeal procedure is mandatory. No court action may be brought against the Trustees until the Plan’s appeal procedures have been exhausted.

d. **Disability Claims and Appeals**

A copy of the Procedures for Disability claims and appeals will be provided to any participant upon request, and a copy will be provided to any participant filing a claim for disability benefits.

e. **Where to File Claims and Other Communications - Fund Office**

All claims, appeals and other communications should be addressed to the Fund Office. See Article V, Section 2(e) below.

Section 2 - **Information About The Plan.**

a. **Name of Plan**

Southern Illinois Electrical Retiree Welfare Plan ("Plan").

b. **Plan Identification Numbers**

The IRS Identification Number is EIN 43-1724421. The Plan Number is 501.

c. **Type of Plan**

It is a welfare plan providing premium payments to group health plan for eligible retirees, surviving spouses, and disabled employees.

d. **Type of Administration**

The Plan is administered by the Board of Trustees. The day-to-day administration of the business of the Plan is provided by the IBEW-NECA Service Center, Inc., which provides services as contract administrator on behalf of the Trustees of the Plan.

e. **Plan Administrator and Sponsor**

The Plan Administrator and Sponsor maintaining the Plan is the Board of Trustees of the Southern Illinois Electrical Retiree Welfare Plan which has its business office which is also called the Fund Office at this address:

Southern Illinois Electrical Retiree
Welfare Plan
5735 Elizabeth Avenue
St. Louis, Missouri 63110
Telephone: 314 752-2330

f. **Agent for Service for Legal Process**

Mr. Corey Wirth, CEBS, Executive Director, IBEW-NECA Service Center, Inc., at above address. Service may also be made upon any Trustee.

g. **Board of Trustees**

h. **Union Agreement**

The Plan is maintained under an agreement between the Union, an Association or an Employer which provided and continues to provide for the establishment and maintenance of this Plan under the Trust Agreement. A list of the Employers who have signed a Union Agreement and/or a copy of any such Union Agreement is available to any Participant during normal business hours at the Fund Office.

i. **Source of Contributions to Support Plan**

All Employers party to a Union Agreement providing for adherence to the Plan are required to make contributions on behalf of Employees working under the Union Agreement. Employer contributions are at a specified rate as required by the Union Agreement; contribution rates may change as the Union Agreement is altered.

j. **Funding Medium Used to Provide Benefits**

All of the benefits under the Plan are provided directly from the Plan's assets by the Board of Trustees.

k. **Calendar Year**

The Plan's fiscal and other records are maintained on a calendar year commencing January through December.

Section 3 - **Statement Of Rights Under ERISA.**

As a participant in the Southern Illinois Electrical Retiree Welfare Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and Union Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and Union Agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Section 4 – **Interpretation of the Plan.**

The Trustees have the right to issue regulations. The Trustees or their designee have full discretionary authority to rule on all applications, claims and appeals, and their decision shall be final and binding, unless clearly arbitrary. In applying and interpreting this Plan Document/Summary Plan Description, the Trust Agreement, forms and regulations, the Trustees have discretionary authority. The decision of the Board of Trustees shall be final and binding on all parties — including but not limited to Eligible Retirees, Employees, surviving spouses, Employers and the Union.

Whenever the masculine gender is used, it shall also apply to the feminine gender.

Section 5 – **Termination Procedure: Asset Distribution.**

The Plan may be terminated: (a) by mutual consent of the Trustees one year after the date when there is no longer in force any Union Agreement requiring contributions to this Plan, or in the absence of such Union Agreement, at such earlier or later date as the Trustees decide; or (b) by mutual consent of the Union and Association.

In the event of such termination, the Trustees shall continue to serve until all of the trust property has been expended; they shall continue benefits in some form (to the degree and for the time feasible considering the funds available, liabilities to be incurred, and other relevant factors, in the judgment of the Trustees) for the benefit of one or more classes of persons or their dependents, or both, who are eligible for benefits at the time of termination and in the discretion of the Trustees to persons in the process of becoming eligible. The Trustees shall endeavor to pay, or set aside funds to pay all of the obligations of the Plan. The Trustees may establish reserves or escrow accounts for liabilities that cannot fully be determined. The Trustees may purchase insurance to provide benefits or may adopt some form of special benefit as a means of more expeditiously and more efficiently winding up the affairs of the Plan. Upon expenditure or distribution of all of the monies and property in the Plan, the Trustees shall stand discharged of any further obligation under the Trust Agreement.

Section 6 – **Limitation of Authority.**

In the event of any conflict between this Plan Document/Summary Plan Description and the Trust Agreement, the Trust Agreement shall control. No agent, representative, officer, or other party from any Union or from any Employer or the Association, or any individual Trustee has authority to speak on behalf of the Board of Trustees of this Plan. If you have any questions pertaining to this Plan, the Administrative Manager in the Fund Office will try to assist you by referring you to the pertinent provisions of this Summary Plan Description or other Plan documents. Matters that are not clear or which require interpretation will be referred by the Administrative Manager to the Board of Trustees. Neither the Administrative Manager nor any other party may authorize actions contrary to the written terms of this Summary Plan Description and the Trust Agreement.

Section 7 – **Benefit Changes.**

The Trustees have the authority to change the form and amount of benefits, rules of eligibility, classes of persons covered, or other aspects of the Benefit Program; the Trust Agreement requires that certain changes be approved by the Union and The Association. Changes may involve reduction or elimination of benefits or classes of persons eligible for benefits and may apply to persons who have established eligibility for benefits or who are receiving benefits. No benefits are vested or guaranteed; all benefits are subject to termination or reduction.

Section 8 – **Obligation of Eligible Retirees, Employees, and Surviving Spouses to Furnish Information to the Trustees.**

Eligible Retirees, Employees, and surviving spouses are required to furnish the Trustees with such information as will aid the Trustees in the administration of the Plan and Trust, including but not limited to all pertinent data for purposes of determining their status under this Plan.

Section 9 – **Benefits are not Assignable.**

No Eligible Retiree, Employee, or surviving spouse has the right to assign, transfer, sell, pledge or in any other way dispose of any right to benefits which he or she may have from this Plan.

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