

# **MICHIANA AREA ELECTRICAL WORKERS PLAN 4**

**A Plan to Subsidize Healthcare Costs for Retired Participants  
In the Michiana Area Electrical Workers Health and Welfare Plan**

## **SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT**

**Plan Rules and Benefits in Effect as of June 1, 2017**

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## INTRODUCTION

The Trustees are pleased to provide this Summary Plan Description (SPD) and Plan Document of the Michiana Area Electrical Workers Plan 4.

**The purpose of Plan 4 is to help participants in the Michiana Area Electrical Workers Health and Welfare Plan pay for their health care coverage after they retire. All benefits are paid directly to the Health and Welfare Plan.**

Plan 4 was effective on June 1, 2017, and the first Plan benefit is payable starting January 1, 2019. The terms of this Plan also provide benefits to qualifying participants who retired prior to January 1, 2019.

We urge you to read this booklet carefully, and to share it with your Spouse if you are married. Note that capitalized words and terms in this booklet have specific meanings. Some of those terms are defined in the Definitions section starting on page 18, while others are defined elsewhere as appropriate.

The Administrative Manager can answer any questions you or your Spouse may have about the Plan.

Sincerely,

Board of Trustees

**Union Trustees**

Stanley Miles  
Christopher Grove  
Mike Leda

**Employer Trustees**

Roger Dosmann  
Thomas E. Cioch  
Daniel Schmidtendorff

## NOTES

- **You and your Spouse should read and save this booklet.**
- **If you lose your copy, you can ask the Administrative Manager for another one.**
- **Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. Employer or Union representatives are not authorized to interpret this Plan nor can any such person act as agent of the Trustees.**
- **While the Trustees intend for the Plan to be permanent, they reserve the right to amend, modify, discontinue and/or terminate all or any part of the Plan whenever, in their sole judgment, conditions so warrant.**

## HIGHLIGHTS OF PLAN 4

1. **The benefits provided by Plan 4 will help offset your self-payments for retiree health care coverage.** Benefits are paid in the form of transfers to the regular health care plan – the Michiana Area Electrical Workers Health and Welfare Plan – and will lower the amount you would otherwise be required to pay for your retiree coverage.

**Plan 4 benefits are paid in the form of an offset toward the cost of retiree health care coverage through the Michiana Area Electrical Workers Health and Welfare Plan. You must be eligible for retiree health care coverage from that Plan to receive benefits from this Plan.**

2. **Your benefit is based on your Service Credits** which are granted based on your employer's contributions to Plan 4 due to your work in Covered Employment (as defined on page 18).
3. **Minimum payment amounts** apply under the Health and Welfare Plan. Your required self-payment for retiree coverage cannot be less than the minimum self-payment required by the Health and Welfare Plan, even after getting credit for Plan 4 benefits.
4. Benefits are payable starting with the month in which you reach **age 62**, or the month in which you retire, whichever is later. (Benefits can begin before age 62 for Participants who retire early due to a Total and Permanent Disability.)

**If you retire early, you must wait until age 62 to receive Plan 4 benefits. The only exception is for retirements due to Total and Permanent Disability.**

5. For benefit purposes, retired Participants are categorized into **Groups 1, 2 and 3**, with eligible retirees in Groups 1 and 2 being grandfathered into Plan 4.

Group 1 Retirees who reached age 61 before June 1, 2001, including retirees whose disability retirements began before 6/1/01. Grandfathering rules apply.

Group 2 Retirees who reached age 61 on/after June 1, 2001 but before January 1, 2013, including retirees whose disability retirements began during that time period. Grandfathering rules apply.

Group 3 Retirees who reach(ed) age 61 on or after January 1, 2013, including retirees whose disability retirements began on/after that date.

*These categories are subject to change at the sole discretion of the Trustees.*

6. **The Trustees intend that benefits be paid for life** - The purpose of the Plan is to subsidize your retiree health care coverage for the remainder of your life provided you remain covered under Michiana Area Electrical Workers Health and Welfare Plan and do not return to work. (However, this is not a pension plan and benefits are not vested or guaranteed.)
7. **Survivor benefits are also provided** - Survivor benefits are described starting on page 12.
8. **Benefits are not reduced if you have other retirement benefits** - Your Plan 4 benefit is in addition to any benefit you may receive under the Pension Plan or from Social Security.
9. **You have the right to appeal** - If your (or your Spouse's) application for benefits is denied, you may appeal the Trustees' decision. The Plan's appeal procedures are described on page 16.

## EARNING SERVICE CREDITS

### Hours of Service

Service Credits are granted based on your Hours of Service during a calendar year. The following are considered “Hours of Service” and are counted for this purpose:

- Starting June 1, 2017, hours for which Employers contribute to this Plan on your behalf;
- Hours granted by the Health and Welfare Plan while you were totally disabled;
- Hours granted by this Plan while you were serving in the U.S. military (see page 5); and
- Any of the above hours worked or credited before June 1, 2017 for Participants in Group 3 (for the purpose of determining Past Service Credits).

Hours for which you make a self-payment to the Health and Welfare Plan do NOT count towards Hours of Service under this Plan, and you cannot self-pay directly to this Plan for any hours shortage or to prevent a break.

As shown in the chart on page 4, you need 1,200 Hours of Service during a calendar year to receive full credit for the year.

### Reciprocity Hours

If you work outside the jurisdiction of Local 153, the total amount contributed per hour will be divided by the total contribution rate for the Local 153-affiliated funds (health, Supplemental Benefit Account (SBA) and this Plan).

- If the total amount contributed is at least equal to the total amount required for the Local 153-affiliated Funds, you will receive a full Hour of Service for each hour reciprocated.
- If the total amount contributed is less than the total required for the Local 153-affiliated Funds, the percentage by which the total contribution is less than the combined Local 153 rate will be deducted from your hours worked and the remainder will be credited as Hours of Service.

For example, if the total amount contributed per hour is 10% less than the combined contribution rate for Local 153’s funds, each hour worked will be counted as 0.9 (9/10) of an Hour of Service under this Fund.

### Service Credits

#### Participants in Groups 1 and 2

If you are in Group 1 or 2, which generally means you reached age 61 before January 1, 2013 and are making self-payments to the Health and Welfare Plan for retiree coverage as of January 1, 2019, you will be grandfathered into this Plan with a grant of 35 Service Credits. (All eligible Group 1 and Group 2 retirees will receive exactly 35 Service Credits – no more and no less.) Your actual past service and hours will not be taken into account.

#### Participants in Group 3

If your 61<sup>st</sup> birthday is on or after January 1, 2013, Service Credits are granted based on the number of Hours of Service you accumulate(d) each calendar year.

#### For the Period on or After June 1, 2017

Plan 4 began receiving contributions from Employers effective June 1, 2017, and each hour for

which an Employer made or makes a contribution to this Plan on your behalf after that date is counted as an Hour of Service.

Your Hours of Service may include credits for disability or military service on or after June 1, 2017, in accordance with the Plan's rules for such credit.

Special Rule for Calendar Year 2017

You will receive one full Service Credit for the 2017 calendar year if:

- You have at least 600 Hours of Service during the period June 1, 2017 through December 31, 2017; AND
- You worked in Covered Employment during the month of May 2017.

Past Service Credits (for Work Before June 1, 2017)

Group 3 Participants will be granted Past Service Credits for the Hours of Service earned before the Plan began receiving contributions from Employers on June 1, 2017. Credit is granted based on the same numbers of Hours of Service as regular Service Credits (see the table below).

If your work history precedes the time for which the Administrative Manager's records are available, you will be granted Service Credits based on your pension credits under the Michiana Area Electrical Workers Pension Fund Pension Plan.

Past Service Credits are counted the same as regular Service Credits for the purpose of determining the amount of your Plan 4 benefit.

The rules governing Breaks in Service and Accrual Breaks apply to your pre-June 2017 service. See page 6 for a description of a Break in Service and page 11 for information on Accrual Breaks.

Service Credits are granted based on the following schedule:

**HOW SERVICE CREDITS ARE GRANTED**

Hours of Service in a Calendar Year	Service Credit
Less than 300 Hours (0-299)	No Credit
300 Hours to 599 Hours	One-fourth (0.25) Service Credit
600 Hours to 899 Hours	One-half (0.50) Service Credit
900 Hours to 1,199 Hours	Three-fourths (0.75) Service Credit
1,200 Hours or More	One (1.00) Service Credit

The maximum Service Credits you can earn in any one calendar year is 1.00.

There is no limit on the number of Service Credits that can be earned by a Group 3 Participant.

Group 1 and 2 retirees who meet the eligibility requirements are grandfathered, and will receive a grant of 35 Service Credits effective January 1, 2019.

### **Total Disability**

Group 3 Participants will receive Service Credits for periods of absence from Covered Employment during periods of total disability. Credit is only available for an absence for which you receive:

1. Loss of time (disability) benefits from the Michiana Area Electrical Workers Health and Welfare Plan; or
2. Workers' compensation disability benefits.

The Hours of Service granted to you during a period of disability will be based on the number of disability hours granted to you under the rules of the Health and Welfare Plan.

Past Service Credits for disabilities prior to June 1, 2017 may be granted if the Health and Welfare Plan's work history contains evidence that you had a qualifying disability.

### **Military Service**

Group 3 Participants will earn Service Credits for a qualified absence while serving as an active member in the U.S. uniformed services.

If this applies to you, you will be credited with Hours of Service based on your average hours for all completed calendar months in the year that you were in the military. If you did not work during some months in the current year, the hours for all completed calendar months for the preceding year will be used to calculate the average. You can receive up to a maximum of 1,200 Hours of Service per Calendar Year, which equals one (1.00) Service Credit. This limit includes any regular Hours of Service/Service Credits you earned during the same year. The maximum Service Credits you can receive for your period of military service is five (5) Service Credits, unless a longer period is required under federal law.

Service Credits will only be granted if you make yourself available for Covered Employment upon your discharge within the time period prescribed by law. You must also provide the Board of Trustees with sufficient proof of your honorable discharge from military service.

Past Service Credits for service prior to June 1, 2017 may be granted if the Health and Welfare Plan's work history contains evidence that you had a qualified absence due to military service.

### **Non-Bargaining Unit Participants**

Non-bargaining unit Employees who are participants in the Michiana Area Electrical Workers Health and Welfare Plan can become Participants in this Plan if their Employer signs a written participation agreement with the Trustees of this Plan and contributes for those Employees. Such Employees will receive Service Credits on the same basis and according to the same rules as bargaining unit employees. The provisions for granting regular Past Service Credits, and Service Credits during military service and periods of disability also apply to non-bargaining unit Employees.

### **Maximum Service Credits**

You will not be granted more than one (1.00) Service Credit in any Calendar Year (including Past Service Credits).

### **Participants in Group 3**

There is no limit to the number of Service Credits a Group 3 Participant can earn in his or her lifetime.

## **Participants in Groups 1 and 2**

The terms of this Plan grandfather Participants in Groups 1 and 2 into the Plan by granting them a total of 35 Service Credits. This grant is effective January 1, 2019 for the purpose of determining Plan 4 benefits, and is contingent upon the Participant satisfying the Plan's eligibility requirements, including the requirement that the Participant maintained his Health and Welfare Plan retiree healthcare coverage until that date.

## **Breaks in Service**

If you are a Group 3 Participant, you will incur a one-year Break in Service for any calendar year in which you are credited with less than 300 Hours of Service.

If you are absent from Covered Employment for a long period of time, you may have a Permanent Break in Service. A Permanent Break in Service will result in the loss of all Service Credits earned before the break. You will have a Permanent Break in Service if your consecutive one-year Breaks in Service exceed the number of Service Credits you previously earned. However, you will not incur a Permanent Break in Service if you have at least five (5) Service Credits.

It is important to note that an Accrual Break is not the same as a Break in Service, even though you could have both kinds of breaks at the same time. An Accrual Break freezes the monthly benefit rate used to determine your benefit at the rate in effect before the Break. See page 11 for more information.

Breaks in Service do not apply to Participants in Groups 1 and 2 who are eligible to receive Plan 4 benefits as of January 1, 2019.

### **Example - Permanent Break in Service**

Rick accumulates a total of four (4) Service Credits as of December 31, 2021, but then leaves the industry for five (5) years. Because he has 5 consecutive Breaks, which is more than the number of his Service Credits, he will incur a Permanent Break in Service. This means his 4 Service Credits will be forfeited and will not be counted if he later returns to Covered Employment.

## PLAN BENEFITS

All benefits are made in the form of a credit for retiree coverage under the Michiana Area Electrical Workers Health and Welfare Plan.

- No direct payment will be paid to you or your Spouse.
- No benefits will be paid if you do not qualify for retiree coverage or if you do not elect retiree coverage through the Health and Welfare Plan.
- Your Plan 4 benefits cannot reduce your self-payment amount to the Health and Welfare Plan below the minimum self-pay amounts set by that Fund.

### Eligibility for Benefits

#### Participants in Group 1 or Group 2

You are in Group 1 or 2 if you are retired and your 61<sup>st</sup> birthday was prior to January 1, 2013. You will also be in Groups 1 or 2 if you retired due to Total and Permanent Disability before January 1, 2013.

If this applies to you, you will be grandfathered into Plan 4 if you are making self-payments to the Michiana Area Electrical Workers Health and Welfare Plan for retiree coverage as of January 1, 2019.

You must continue to make any required retiree self-payments to the Health and Welfare Plan in order to continue receiving Plan 4 benefits.

Note that surviving Spouses of Group 1 or Group 2 retirees are not grandfathered into Plan 4 – grandfathering only applies to retired Employees.

#### Participants in Group 3

You are in Group 3 if you are retired, and you reach(ed) age 61 on or after January 1, 2013. You are also in Group 3 if you retire(d) due to Total and Permanent Disability on or after that January 1, 2013.

If this applies to you, you will be eligible for benefits from the Michiana Area Electrical Workers Plan 4 if:

1. You are either:
  - a. At least age 62; or
  - b. Totally and Permanently Disabled (as defined below), provided at least six (6) months have passed since the date your Total and Permanent Disability began; and
2. You have at least five (5) Service Credits; and
3. You are retired from active employment; and
4. When you retired, you satisfied the following eligibility requirements for retiree coverage under the Michiana Area Electrical Workers Health and Welfare Plan:
  - a. You were at least age 55 when you ceased active work, and you applied for and were accepted as a retired participant in the Health and Welfare Plan; and

- b. You had been an eligible employee under the Health and Welfare Plan for a minimum of three consecutive Plan Years (May 1 - April 30) immediately prior to retirement.
5. You make and continue to make any required self-payments for that coverage to the Health and Welfare Plan on a timely basis.

### **Total and Permanent Disability**

You will be considered "Totally and Permanently Disabled" if:

1. You have at least five (5) Service Credits; and
2. You satisfy one of the following requirements:
  - a. You have been approved for and are receiving a Disability Pension from the Michiana Area Electrical Workers Pension Plan; or
  - b. If you are not a participant in the Michiana Area Electrical Workers Pension Plan, you are determined to be Totally and Permanently Disabled by the Board of Trustees.

***The Board of Trustees, in its sole and absolute judgment, will determine whether you are Totally and Permanently Disabled.*** The Trustees' decision will be based on submitted proof of disability. Such proof may be in the form of a Social Security Disability award, and/or medical records provided by a physician or physicians approved by the Trustees. The Trustees may also require that you have an initial and periodic medical examinations.

### **When Benefits Start**

#### **Participants Who Retire on or After January 1, 2019**

Benefits are payable beginning with the first month during which you satisfy the requirements in the "Eligibility for Benefits" section above. Note that:

- Benefits do not start until age 62 even if you retire before then (unless you are eligible for benefits due to a Total and Permanent Disability).
- If you applied for benefits on the basis of your Total and Permanent Disability, benefits will not start until **at least six (6) months have elapsed since the date your Total and Permanent Disability began**. The Board of Trustees in their sole discretion will determine the date your Disability began.

#### **Participants Who Retire(d) Prior to January 1, 2019**

If you meet the eligibility requirements, you will begin receiving Plan 4 benefits effective January 1, 2019 if:

- You retired before January 1, 2019; and
- You are at least age 62 as of January 1, 2019; and
- You meet one of the following requirements:
  - You are in Group 1 or 2 (age 61 before January 1, 2013); or
  - You are in Group 3 (age 61 on or after January 1, 2013) and have at least five (5) Service Credits (which may include Past Service Credits); and
- You are receiving retiree coverage through the Michiana Area Electrical Workers Health and Welfare Plan as of January 1, 2019.

Retirees who do not have a minimum of 5 Service Credits cannot participate in this Plan (unless they return to Covered Employment and earn the necessary Service Credits).

## How Benefits Are Calculated

### Groups 1 and 2

All Group 1 and 2 Participants who meet the eligibility requirements will receive a grant of 35 Service Credits as of January 1, 2019. Actual Service Credits are not taken into count. If this applies to you, your Plan 4 benefit will be calculated as follows:

$$35 \text{ Service Credits} \times \text{benefit rate} = \text{Your monthly benefit}$$

### Group 3

If you are in Group 3 and meet the eligibility requirements, your Plan 4 benefit will be the sum of all Service Credits multiplied by the applicable monthly benefit rates shown on the Benefits Table.

$$\text{Service Credits} \times \text{benefit rate} = \text{Your monthly benefit}$$

**The monthly benefit rate may vary if you have an Accrual Break (see below).**

### Benefit Table

The monthly benefit rates in effect as of January 1, 2019 are shown in the following table:

BENEFIT TABLE IN EFFECT AS OF JANUARY 1, 2019			
Who		Monthly Benefit Amount	
		Pre-Medicare (ages 62-64)	Medicare (Due to Age or Disability)
Group 1	Retirees who reached age 61 before June 1, 2001	n/a	\$12
Group 2	Retirees who reached age 61 on/after June 1, 2001 but before January 1, 2013	\$30	\$9.50
Group 3	Retirees who reach(ed) age 61 on or after January 1, 2013	\$30	\$8

*Group 1 includes retirees whose disability retirements began before 6/1/01.*

*Group 2 includes retirees whose disability retirements began on/after 6/1/01 but before 12/31/12.*

The benefit rates and Groups can be changed at any time at the discretion of the Board of Trustees.

### Health and Welfare Plan Minimum Payment Requirement

The Health and Welfare Plan has the right to set minimum self-payment requirements for retiree coverage. Minimum self-payments are amounts that you must pay to the Health and Welfare Plan notwithstanding your Plan 4 benefits. You will be required to make the minimum payment, even though your Plan 4 payment would otherwise have caused your payment to be below that minimum.

**You will not receive a refund for any Plan 4 benefit amount not actually used because of a minimum-payment requirement.**

### **Accrual Break**

If you are in Group 3, you will incur an Accrual Break after June 1, 2017 if you fail to earn a total of one-fourth (0.25) of a Service Credit during a period of three (3) consecutive calendar years.

The monthly benefit rate may be periodically changed, and if so, the Service Credits you earned before the Accrual Break will be frozen at the rate in effect at the beginning of the 3-year period that determined your Accrual Break.

Unless you have another Break before you retire, the Service Credits you earn after your Accrual Break will be multiplied by the monthly benefit rate in effect at the time of your retirement (assuming you meet all the eligibility requirements for receiving benefits). Your Service Credits before your Accrual Break will be multiplied by the rate at which they were frozen. Your total Plan 4 benefit will be the sum of both calculations.

### **You Must Be Retired to Receive Plan 4 Benefits**

In order to receive Plan 4 benefits, you must be retired. To be considered "retired," you must not work in disqualifying employment.

### **Suspension of Benefit**

Your Plan 4 benefit will be suspended for any month that you work as a building trades craftsman or in construction (except as an inspector or JATC instructor). You must notify the Administrative Manager within 15 days of such employment.

If you do not inform the Administrative Manager that you no longer qualify for benefits from this Plan due to your employment, and if the Plan pays benefits for any period during such disqualifying employment, you will be required to repay those benefits.

### **Recalculated Benefit Amount**

If you return to work and earn additional Service Credits, your benefit will be recalculated when you resume retirement.

## SURVIVING SPOUSE BENEFITS

If you are in Group 3 and your death occurs on or after January 1, 2019, Plan 4 Plan benefits may be payable for your surviving Spouse, provided one of the following three sets of requirements are met.

1. **If a Retiree Dies After Plan 4 Benefits Begin** - If your death occurs on or after January 1, 2019 while you are receiving Plan 4 benefits, and if your Spouse was also covered under the Michiana Area Electrical Workers Health and Welfare Plan at the time, your surviving Spouse can continue to receive the same benefit you received before your death, for as long as your Spouse continues his or her coverage under the Health and Welfare Plan.
2. **If a Retiree Dies Before His Plan 4 Benefits Begin** - Spousal Benefits may also be payable for your Spouse if:
  - a. Your death occurs while you are covered under the Health and Welfare Plan **as a retiree**, and your Spouse is covered under that Plan as your dependent, but **before** your Plan 4 benefits have started (for example, if your death occurs at age 61);
  - b. You have accumulated at least five (5) Service Credits; and
  - c. Your death occurs on or after January 1, 2019.
3. **If an Active Employee Dies Before His Plan 4 Benefits Begin** - Spousal Benefits may also be payable for your Spouse if:
  - a. Your death occurs prior to your retirement but while you and your Spouse are both covered under the Health and Welfare Plan;
  - b. Your death occurs on or after January 1, 2019; and
  - c. You satisfied one of these requirements at the time of your death:
    - You were at least age 55 with at least 25 Service Credits; or
    - You had accumulated at least 35 Service Credits (no minimum age requirement).

**When Benefits Start** - Your surviving Spouse's Plan 4 benefits will start when he or she reaches **age 62**, or after the three months of free coverage provided under the Health and Welfare Plan, whichever is later.

No Plan 4 benefits are payable unless your Spouse maintains continuous coverage under the Health and Welfare Plan from the time of your death until his or her Plan 4 benefits would otherwise start. There can be no lapse in coverage.

**Postponing Plan 4 Benefits** - After the three months of free coverage, the Health and Welfare Plan allows a surviving Spouse to pay a much reduced rate to continue coverage for an additional 24 months. If your Spouse would like benefit from this Health and Welfare Plan provision, he or she can postpone Plan 4 Benefits during the period of time he or she is paying the reduced cost.

There can be no lapse in coverage.

**Benefit Amount** - The amount of the benefit payable for your surviving Spouse is the same as your benefit.

**Termination of Spousal Benefits** - Spousal Benefits will terminate when:

- Your surviving Spouse remarries;
- Your surviving Spouse's coverage under the Health and Welfare Plan terminates for any reason; or
- Your Spouse's death occurs.

## **APPLICATION (CLAIMS) FOR PLAN BENEFITS**

### **Application for Benefits**

You should apply for your Plan 4 benefits when you are preparing to retire. You may request an application by writing, calling, faxing or visiting the Administrative Manager at the address and numbers shown below:

Michiana Area Electrical Workers Plan 4  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
Telephone: 1-517-321-7502 or 1-877-244-9473  
Fax: 1-517-321-7508

If you are applying for benefits due to Total and Permanent Disability, you will be required to provide proof of your disability and you may have to submit to a medical examination.

### **Application for Surviving Spouse Benefits**

Your surviving Spouse should contact the Administrative Manager as soon as possible after your death to find out if benefits are payable and to request instructions about filing an application for Spousal Benefits.

### **Claim Processing Time Limits**

The Fund Office will process your application for benefits within 30 days after it is received at the Fund Office (45 days for Total and Permanent Disability retirement applications). If approved, your benefits will start when you become eligible for those benefits.

If additional information is needed from you, or your doctor, the necessary information or material will be requested in writing. If the request goes to your doctor, you will receive a copy of the request. The request for additional information will be sent within 30 days (45 days for Total and Permanent Disability applications). It is your responsibility to see that the missing information is provided to the Fund Office. The normal processing period will be extended by the time it takes you to provide the information, and the time period will start to run once the Fund Office has received a response to its request. If you do not provide the missing information within 45 days, the Fund Office could make a decision on your application without it, and your application could be denied as a result.

The Fund Office could determine that an extension is necessary due to matters beyond its control (but not including situations where it needs to request more information from you or the provider). You will be notified prior to the expiration of the original approval/denial time period if an extension is needed. If an extension is needed, it will not last more than 15 days. If your application is for Total and Permanent Disability retirement, the extension may last 30 days, and a second 30-day extension may be needed in special circumstances.

### **Claim Denials**

If all or a part of your application is denied after the Fund Office has received all other necessary information from you, you will be sent a written notice giving you the reasons for the denial. The notice will include reference to the Plan provisions on which the denial was based and an explanation of the claim appeal procedure. If applicable, it will give a description of any additional material or information necessary for you to perfect the claim, and the reason such information is necessary. The notice will provide a description of the appeal procedures and the applicable time

limits for following the procedures. In the case of a Total and Permanent Disability denial, the notification will include a discussion of the Plan's decision, including the basis for disagreeing with the opinions of the health care and/or vocational professionals who evaluated you, and the opinions of the medical and/or vocational experts whose advice the Plan obtained, without regard to whether the advice was relied upon in making the benefit determination.

## **APPEAL PROCEDURES**

### **Appealing the Denial of an Application (Claim)**

If your claim has been denied in whole or in part, you may request a full and fair review (also called an “appeal”) by the Board of Trustees by filing a written notice of appeal with the Plan.

1. A notice of appeal must be received at the Administrative Manager’s office not more than 180 days after you receive the written notice of denial of the claim. Your appeal is considered to have been filed on the date the written notice of appeal is received by the Administrative Manager. To appeal, write to:

Board of Trustees  
Michiana Area Electrical Workers Plan 4  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
Telephone: 1-517-321-7502 or 1-877-244-9473  
Fax: 1-517-321-7508

2. Your appeal will not be reviewed by a person or a subordinate of the person who made the original claim denial.
3. If you wish, another person may represent you in connection with an appeal. If another person claims to be representing you in your appeal, the Trustees have the right to require that you give the Plan a signed statement, advising the Trustees that you have authorized that person to act on your behalf regarding our appeal. Any representation by another person will be at your own expense.
4. You must submit all documents that the Trustees in their sole discretion deem necessary in order to consider your appeal. This includes, if necessary, a signed authorization allowing release of any pertinent records to the Trustees.
5. You or your authorized representative may review pertinent documents and may submit comments and relevant information in writing.
  - Upon written request, the Administrative Manager will provide reasonable access to, and copies of, all documents, records or other information relevant to your claim.
  - The Administrative Manager will not charge you for copies of documents you request in connection with an appeal.
6. In deciding your appeal, the Board of Trustees will consider all comments and documents that you submit, regardless of whether that information was available at the time of the original claim denial. The review will not defer to the initial denial, and will take into account all comments, documents, records and other information submitted by you, without regard to whether such information was previously submitted or relied upon in the initial determination.

### **Time Periods for Processing Appeals**

The Board of Trustees generally meets on a quarterly basis. If your request for review is received within 30 days preceding the date of such meeting, a determination may be made by no later than the date of the second quarterly meeting.

If special circumstances require a further extension of time, a determination will be made not later than the third meeting of the Board of Trustees. Before the start of the extension, you will be notified

in writing of the extension, and that notice will include a description of the special circumstances and the date as of which the determination will be made.

Whenever there are “special circumstances” that require that the decision be delayed until the next following meeting, you will be advised in writing of why the extension of time was needed and when the appeal will be decided.

When the Board of Trustees, in its discretion, determines that it can decide an appeal sooner than the time limits stated above, the Trustees will do so.

If an appeal involves a medical judgment as to your total and permanent disability, the Trustees will consult with a medical professional who is qualified to offer an opinion on the issue. This will not be the same medical professional who was consulted in connection with the original claim denial. Prior to issuing a denial of your appeal, you will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the appeal process in connection with your claim, and any new or additional rationale for denying your claim. This evidence will be provided as soon as possible and sufficiently in advance of the required date for providing an adverse appeal decision to order provide you with a reasonable opportunity to respond prior to that date.

### **Notification Following Review**

You will be informed of the Board’s decision as soon as practical, normally within five (5) calendar days of the review. The decision will be in writing, in a clear and understandable manner, and will include the specific reasons for the decision. The written decision will contain the reasons for the decision and specific references to the particular Plan provisions upon which the decision was based. It will also contain a statement explaining that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and a statement of your right to bring an action under section 502(a) of ERISA. If applicable, you will also be informed of your right to receive free of charge upon request the specific internal rule, guideline, protocol or similar criterion relied on to make the decision.

### **External Appeals**

If you appeal a determination of total and permanent disability to the Board of Trustees but the process still results in a denial of your claim, you may request an additional review by an independent review organization (IRO). You must apply for the external review within four months after the date of receipt of the written appeal decision you received from the Plan. To request an external review, call or write the Administrative Manager. You will be provided the information you need to file your formal request for an external appeal. You must pay a \$25 administrative fee in order to file an external appeal, but it will be refunded if your appeal is granted.

### **Your Right to a Timely Decision**

If the Plan fails to make timely decisions or otherwise fail to comply with the applicable federal regulations, you may go to court to enforce your rights. A claimant may not file suit against the Plan until the claimant has exhausted all of the procedures described in these procedures. **The time limit for filing suit is one year from the date of the written denial of your final appeal.**

## GENERAL PLAN PROVISIONS AND INFORMATION

### Definitions

The following are general definitions of terms used in explaining Plan 4 Plan benefits.

#### Association

Northern Indiana Chapter, National Electrical Contractors Association, Inc.

#### Contributing Employer; Employer

Employers who, in accordance with collective bargaining agreements or other written agreements, pay contributions to the Michiana Area Electrical Workers Plan 4 on behalf of their employees.

#### Covered Employment

A Participant is considered to be working in Covered Employment if he works in a job that his Employer is required by a collective bargaining agreement with the Union or a participation agreement with the Plan to make contributions on his behalf.

#### Employee

A person who works for a Contributing Employer and for whom the Employer makes contributions to the Michiana Area Electrical Workers Plan 4.

#### Group

Retired Participants who meet the eligibility requirements for receiving benefits from this Plan are categorized into the following Groups for the purpose of determining the benefits payable on their behalf:

- Group 1 includes retirees who reached age 61 before June 1, 2001, or whose disability retirements began before that date.
- Group 2 includes retirees who reached age 61 on/after June 1, 2001 but before January 1, 2013, or whose disability retirements began during that time period.
- Group 3 includes retirees who reach(ed) age 61 on or after January 1, 2013, or whose disability retirements began on or after that date.

#### Hour of Service

An Hour of Service is:

- An hour for which an Employer contributes to this Plan on his Employee's behalf, including an hour's worth of credit granted by the Michiana Area Electrical Workers Health and Welfare Plan due to the receipt of a reciprocal contribution for the Employee's work outside the jurisdiction of IBEW Local 153;
- An hour granted by the Michiana Area Electrical Workers Health and Welfare Plan while an Employee is disabled;
- An hour granted by this Plan due to an Employee's service in the U.S. uniformed services; or
- Any of the above hours worked or credited before June 1, 2017 for Participants in Group 3 (for the purpose of determining Past Service Credits).

Less than a full Hour of Service will be granted if the Participant works outside the jurisdiction of Local 153, and the total amount contributed per hour divided by the total contribution rate for the Local 153-affiliated funds (health, supplemental unemployment and this Plan) is less than 1.0. In

such case, the percentage by which the total contribution is less than the combined Local 153 rate will be deducted from the actual hours reported and the remainder will be credited as Hours of Service. For example, if the total amount contributed per hour is 10% less than the combined contribution rate for Local 153's funds, each hour worked will be counted as 0.9 (9/10) of an Hour of Service under this Fund.

## **Participant**

A Participant is an Employee or retired Employee who has earned at least one-fourth (0.25) of a Service Credit under this Plan. Participants, while not necessarily eligible for benefits from this Plan, are persons who are entitled to receive Service Credits for their work in Covered Employment. Participants are also the persons who are entitled to receive printed Plan information, such as this booklet, and other pertinent information concerning the Plan.

### If You Retire(d) Prior to January 1, 2019

If you retire(d) prior to January 1, 2019, you will become a Participant on January 1, 2019 *if you were age 61 or older as of January 1, 2013* and making self-payments for retiree healthcare coverage to the Michiana Area Electrical Workers Health and Welfare Plan as of January 1, 2019.

If you retire(d) before January 1, 2019 *but were not yet age 61 as of January 1, 2013*, you will become a Participant on your 62<sup>nd</sup> birthday or January 1, 2019, whichever is later, provided you were making self-payments for retiree health care coverage to the Michiana Area Electrical Workers Health and Welfare Plan as of January 1, 2019.

### If You Are Not Retired as of January 1, 2019

You will be considered a Participant in Plan 4 on the first day of calendar year during which you earn at least one-fourth (0.25) of a Service Credit under this Plan.

### Termination of Participation

Before you retire, your participation under this Plan will continue until December 31st of a year for which you did not earn at least one-fourth (0.25) of a Service Credit. Once you accumulate 5 Service Credits, however, you will remain a Participant until your Plan 4 benefits start.

After your Plan 4 benefits have started, your participation will remain in effect for as long you continue your coverage under the Health and Welfare Plan as a retiree.

### Reinstatement of Participation

If you lose your status as a Participant, you will again become a Participant on January 1 of the calendar year during which you earn one-fourth (0.25) of a Service Credit. Unless you also had a Break in Service, you will retain your previously accumulated Service Credits.

## **Past Service Credit**

Past Service Credits are Service Credits granted to Group 3 Participants by the Plan for their Hours of Service before June 1, 2017.

Group 1 and 2 Participants, who are eligible for benefits as of January 1, 2019 will be granted a total of 35 Service Credits for the purpose of determining the amount of their monthly Plan 4 benefit. Their Past Service Credits and actual Hours of Service are not taken into account.

## **Service Credits**

The units used to determine the amount of a Participant's benefit. Service Credits for Group 3 Participants are based on the Participant's Hours of Service.

## **Spouse**

The legal spouse of a Participant, provided the spouse is not covered under a health plan provided by his or her employer. An employed spouse with access to a employer-sponsored health plan will also meet the definition of a Spouse if he or she has a waiver from coverage under his or her employer's health plan.

## **Totally and Permanently Disabled**

A Participant will be considered Totally and Permanently Disabled if:

1. He or she has been approved for and is receiving a Disability Pension from the Michiana Area Electrical Workers Pension Plan; or
2. If he or she is not a participant in the Michiana Area Electrical Workers Pension Plan, the Participant has been determined to be totally and permanently disabled by the Board of Trustees.

## **Union**

Local Union No. 153, International Brotherhood of Electrical Workers.

## **Trustee Interpretation, Authority and Right**

The Board of Trustees has full authority to interpret the Plan, all Plan documents, rules and procedures. Their interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees, or a party to whom the Trustees have delegated decision-making authority, is challenged in court, it is the intention of the parties that such decision is to be upheld unless it is determined to be arbitrary or capricious.

Benefits under this Plan will be paid only when the Board of Trustees, or persons delegated by them to make such decisions, decide, in their sole discretion, that the Participant or beneficiary is entitled to benefits under the terms of the Plan.

The Trustees have the authority to amend the Plan, which includes the authority to change eligibility rules and other provisions of the Plan, and to increase, decrease or eliminate benefits. However, no amendment may be adopted which alters the basic principles of the founding the Fund, is in conflict with collective bargaining agreement provisions applicable to contributions to the Fund, is contrary to laws governing multiemployer ERISA trust funds, or is contrary to agreements entered into by the Trustees. In addition and as more fully explained in the "Plan Discontinuation or Termination" section, the Trustees may terminate the trust and this Plan at any time. All benefits of the Plan are conditional and subject to the Trustees' authority to change or terminate them. The Trustees may adopt such rules as they feel are necessary, desirable or appropriate, and they may change these rules and procedures at any time.

The Trustees have the right and the authority to change the provisions relating to coverage for retirees and their dependents at any time and in their sole discretion, since the Plan's retiree benefits are not "accrued" or "vested" benefits. Any such change made by the Trustees will be effective even though a Participant has already become a covered retiree.

The Trustees intend that the Plan terms, including those relating to coverage and benefits, are legally enforceable and that the Plan is maintained for the exclusive benefit of the Participants and beneficiaries.

## **Plan Discontinuation or Termination**

The Plan may be terminated under certain conditions: if there is no longer a collective bargaining agreement or participation agreement requiring contributions to the Fund; or, if it is determined that the Fund is inadequate to carry out the purposes for which the Fund founded. The Plan may be terminated at any time by a vote of the Trustees or by a written mutual agreement of the Union and the Association to terminate the trust, if the action is taken in conformity with applicable law. Full benefits may not be paid if the Plan's liabilities are more than its assets; and benefit payments will be limited to the funds available in the Trust Fund for such purposes. The Trustees will not be liable for the adequacy or inadequacy of such funds.

## **Fund's Right to Recover Overpayments**

Any Participant or dependent who receives benefits from the Plan to which he is not entitled will be required to fully reimburse the Plan. If the overpayment is not repaid upon the Trustees' demand, the Trustees have the right to withhold future benefits to recover the overpayment.

## **Your Rights Under ERISA**

As a Participant in the Michiana Area Electrical Workers Plan 4, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan 4 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, all documents under which this Plan is maintained, including insurance contracts, your collective bargaining agreement and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Upon written request to the Plan Administrator, obtain copies of all documents under which this Plan is maintained, including information as to whether a particular employer is a Contributing Employer and, if so, the employer's address. A reasonable charge may be made 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 4 participants, ERISA imposes duties upon the people who are responsible for the operation of the Participant 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 4 participants and beneficiaries. 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 welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 Plan Administrator. If you have a claim for benefits that is denied or

ignored, in whole or in part, you may file suit in a state or federal court. If you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been 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.

### **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, 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. You may also find answers to your questions and list of EBSA field offices at the website of the EBSA at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### **How to Read or Get Plan Material**

You can read the material listed in the above section by making an appointment at the office of the Administrative Manager during normal business hours. Also, copies of the material will be mailed to you if you send a written request to the Administrative Manager. There may be a small charge for copying some of the material, so call the Administrative Manager to find out the cost before requesting material. If a charge is made, your check must be attached to your written request for the material. The Administrative Manager's address and phone number are shown below:

Michiana Area Electrical Workers Plan 4  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
Telephone: 1-517-321-7502 or 1-877-244-9473  
Fax: 1-517-321-7508

## GENERAL INFORMATION ABOUT THE PLAN

### Name of Plan

The Michiana Area Electrical Workers Plan 4.

### Plan Sponsorship and Administration

A Board of Trustees is responsible for the operation of the Plan. The Board of Trustees consists of an equal number of employer and Union representatives selected by the Employers and have entered into collective bargaining agreements which relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone number below:

Board of Trustees  
Michiana Area Electrical Workers Plan 4  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
Telephone: 1-517-321-7502 or 1-877-244-9473

#### Union Trustees

Mr. Stanley Miles  
IBEW Local 153  
56475 Peppermint Road  
South Bend, IN 46619

Mr. Christopher Grove  
IBEW Local 153  
56475 Peppermint Road  
South Bend, IN 46619

Mr. Mike Leda  
IBEW Local 153  
56475 Peppermint Road  
South Bend, IN 46619

#### Employer Trustees

Mr. Roger Dosmann  
Herman & Goetz, Inc.  
225 South Lafayette Boulevard  
South Bend, IN 46601

Mr. Thomas E. Cioch  
Koontz-Wagner  
3801 Voorde Drive, Suite B  
South Bend, IN 46628

Mr. Daniel Schmidtendorff  
Communication Company  
5320 South Main Street  
South Bend, IN 46614

A complete list of Contributing Employers and the Unions sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Board of Trustees, and is available for examination by Participants and beneficiaries, as required by DOL regulations 29 CFR §§ 2520.104b-1 and 2520.104b-30. This right includes a "superseded" collective bargaining agreement if such agreement controls any duties, rights or benefits under the Plan.

The Trustees are assisted in the administration of the Plan by a salaried **Administrative Manager**. The Administrative Manager's contact information is as follows:

TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917  
Telephone: 1-517-321-7502 or 1-877-244-9473  
Fax: 1-517-321-7508

The Trustees are also assisted by the **Fund Attorney** who advises the Trustees about what must be done to assure that all operations of the Fund comply with federal and state laws. The Fund Attorney is:

Mr. Richard B. Urda, Jr.  
Attorney at Law  
Urda Professional Corporation  
205 West Jefferson Boulevard, Suite 210  
South Bend, IN 46601

### **Service of Legal Process**

Service of legal process should be delivered to:

Mr. Richard B. Urda, Jr.  
Attorney at Law  
Urda Professional Corporation  
205 West Jefferson Boulevard, Suite 210  
South Bend, IN 46601

Service of legal process may also be made upon any Plan Trustee.

### **Source of Financing/Plan 4 Participation**

The benefits described in this booklet are provided through employer contributions. The provisions of the collective bargaining agreements and participation agreements determine the amount of employer contributions and the Participants on whose behalf contributions are made. Members who are entitled to participate in this Plan are described beginning on page 19.

### **Type of Plan/Accumulation of Assets**

The Michiana Area Electrical Workers Plan 4 is a health and welfare plan maintained for the purpose of providing credit towards the required self-payment for retiree benefits through the Michiana Area Electrical Workers Health and Welfare Plan. The Board of Trustees holds all assets in trust for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses. The custodial bank for Fund assets is JP Morgan Chase Bank, N.A.

### **Identification Numbers**

The tax identification number assigned to this Plan by the Internal Revenue service is 82-1241822. The Plan number is 501.

### **Plan Year**

The Plan's fiscal year (plan year) is May 1 – April 30.

### **Collective Bargaining Agreements**

This Plan is maintained pursuant to collective bargaining agreements between IBEW Local Union No. 153 and employers who are members of the Northern Indiana Chapter, National Electrical Contractors Association, Inc. and non-NECA member employers who agree to undertake the same obligations as NECA members.

The Administrative Manager will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of Participants working under the collective bargaining agreements.

**Rights and Responsibilities**

As someone who is or may be eligible for benefits from this Plan, you should be aware that Plan 4 benefits are paid in accordance with Plan provisions out of a trust fund which is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights have now been incorporated into the Employee Retirement Income Security Act (ERISA) which Congress adopted in 1974, for application to all benefit plans.