



**I.B.E.W. LOCAL UNION NO. 269
WELFARE AND SUPPLEMENTAL FUND**

PLAN DOCUMENT

AND

SUMMARY PLAN DESCRIPTION

Effective January 1, 2019

**I.B.E.W. LOCAL UNION NO. 269
WELFARE AND SUPPLEMENTAL FUND**

BOARD OF TRUSTEES

(I.D. No. 22-3611027)

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Patrick Trombetta, CPA

COUNSEL

Pellettieri, Rabstein & Altman
Andrew L. Watson, Esquire

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I. PARTICIPATION REQUIREMENTS

INITIAL PARTICIPATION

In order to become eligible for Welfare Benefits, you must first be a "Participant" in the Plan. To become a Participant you must work in Covered Employment. Covered Employment means employment for which contributions are required to be made to the Supplemental Plan under the terms of a collective bargaining agreement or a participation agreement. When employer contributions to the Plan are made on your behalf, you receive Benefit Credits. You will receive one (1) Benefit Credit for each hour you work in Covered Employment. You then become a Participant on January 1 of the calendar year following your attainment of three thousand (3,000) Benefit Credits. For example, if you work fifteen hundred (1,500) hours in 1999 and fifteen hundred (1,500) hours in 2000, you will become a Participant effective January 1, 2001.

DOLLAR BANK

Your Dollar Bank will be based upon the number of hours you work in Covered Employment multiplied by the current hourly contribution rate set forth in the Collective Bargaining Agreement.

EFFECTIVE DATE

Supplemental Benefits may be paid to Participants effective January 1, 2001. It is further understood that no benefits will be paid before that date unless otherwise determined by the Trustees.

CONTINUATION OF PARTICIPATION

In order to maintain your eligible status in any year after you meet the initial eligibility requirements, you must have a balance in your Dollar Bank account and you must not incur five (5) consecutive full calendar years with no covered employment and contributions into your Dollar Bank.

TERMINATION OF PARTICIPATION

Your last day of plan participation will be the date that your Dollar Bank balance is reduced to zero (0). If you retire and begin to receive a pension from the IBEW Local 269 Pension Plan, you will no longer be considered a Participant under the Plan.

TERMINATION UPON DEATH

Notwithstanding any term of the Plan to the contrary, upon the death of any Participant, all rights and entitlement to benefits hereunder shall cease and any balance in the Participant's Dollar Bank account shall be permanently forfeited.

REINSTATEMENT OF PARTICIPATION

If your Dollar Bank Account is reduced to zero (0), you will again become a Plan Participant if at least fifteen hundred (1,500) Benefit Credits are earned by you during a calendar year. You will be reinstated as a Participant in the Plan on January 1 of the calendar year following your attainment of fifteen hundred (1,500) Benefit Credits in the previous calendar year. If you do not attain the fifteen hundred (1,500) Credit reinstatement minimum within three (3) full calendar years from the date your Dollar Bank is reduced to zero (0) you must again satisfy the minimum Participation requirement of three thousand (3,000) Benefit Credits.

The Trustees may authorize continuation of your status as a Plan Participant if you were unable to complete the required fifteen hundred (1,500) Benefit Credits in a calendar year due to disability resulting from an occupational injury or illness, or a non-occupational injury or illness for which you received accident and sickness benefits from the IBEW Local 269 Welfare Plan. If you recover from the disability, then your status as a Plan Participant will be discontinued if you do not attain fifteen hundred (1,500) Benefit Credits within three (3) full calendar years from the date you recover.

FORFEITURE OF BENEFIT CREDITS

The minimum three thousand (3,000) credits required to become a Plan Participant must be accumulated within five (5) calendar years. Benefit Credits earned more than five (5) calendar years previously will be forfeited on January 1 of the sixth (6th) calendar year. For example, if you begin work in Covered Employment on January 1, 1998 and earn one hundred (100) Benefit Credits in each of the five (5) calendar years 1998, 1999, 2000, 2001, 2002, your Benefit Credit accumulation within those five (5) calendar years will be five hundred (500) credits. On January 1, 2003, the one hundred (100) Benefit Credits earned in 1998 would be forfeited because they were not earned within the five (5) calendar years before January 1, 2003.

II. BASIC WEEKLY SUPPLEMENTAL UNEMPLOYMENT BENEFITS

ELIGIBILITY REQUIREMENTS FOR BASIC WEEKLY SUPPLEMENTAL UNEMPLOYMENT BENEFITS (S.U.B.) PAYMENTS

If you are a Participant, you will be eligible for Basic Weekly S.U.B. Payment when you have met the following requirements:

- (a) You have registered at and have reported to an employment office maintained by the state system; and
- (b) You are available for work in Covered Employment, have signed the IBEW Local Union 269 out of work list and have not failed to report for or refused to accept Covered Employment; and
- (c) You have received the state unemployment benefit for the week or have received a certification that you are entitled to a state unemployment benefit for the week. If your state unemployment benefits have been exhausted, you will be eligible for a Basic Weekly S.U.B. payment of **up to \$450.00 per week in \$150.00 increments** as long as you have a sufficient Dollar Bank Balance and you meet all of the other conditions listed in (a) and (b) above.

SPECIAL REQUIREMENTS

In order to verify that you are available for work on a regular basis, you must register with the Union according to the rules of IBEW Local Union 269's hiring procedure including signing the IBEW Local Union 269 out of work list. You must also complete the S.U.B. Payment Application Form as required by the Fund Office.

AMOUNT AND DURATION OF BASIC WEEKLY S.U.B. PAYMENTS

If you become unemployed and meet the above eligibility requirements, a Basic Weekly S.U.B. Benefit of one hundred fifty dollars (\$150.00) per week will be paid while you receive weekly benefits from state unemployment system. Your maximum number of weeks of benefits in a given calendar year is based on the number of dollars in your Dollar Bank on January 1 of that year. When you receive benefits from the Plan, your Dollar Bank will be reduced by one hundred fifty dollars (\$150.00) for each week in which you receive a weekly benefit. **You will continue to be eligible for weekly S.U.B. benefits as long as there is a balance in your Dollar Bank.**

APPLICATION FOR BASIC WEEKLY S.U.B. BENEFITS

In order to receive Basic Weekly S.U.B. payments, you must apply through the IBEW Local Union 269 hiring hall by completing the required application forms. Bring the appropriate form from the state unemployment office. This form certifies that you are entitled to unemployment benefits for a specific week. If this form is not available, you may use your state unemployment check stub to certify that you received benefits for the week in question.

LIMITATION TO BASIC WEEKLY S.U.B. PAYMENTS

You will not be eligible to receive Basic Weekly S.U.B. benefits if you are receiving any of the following benefits:

- Retirement or disability benefits from an IBEW pension fund; or
- Short term disability benefits from an employer or a health and welfare fund; or
- Temporary or permanent disability benefits from Workers' Compensation; or
- Benefits which are similar to S.U.B. benefits, from an employer with whom you were recently employed. If those other benefits cease, however, you will be eligible to begin receiving benefits from this Plan only if you have met all of the eligibility requirements.

You are not eligible for (SSB) if you are collecting (SUB) benefits.

No S.U.B. benefits are payable for any week when there is a strike between the IBEW Local Union 269 and contributing employers.

III. BASIC MONTHLY SUPPLEMENTAL HEALTH AND WELFARE (SHWB) BENEFIT

ELIGIBILITY REQUIREMENTS FOR BASIC MONTHLY SUPPLEMENTAL HEALTH AND WELFARE BENEFITS

If you are a Participant, you will be eligible for Basic Monthly (SHWB) payments when you have met the following requirements:

- (A) You have to qualify for retirement in the IBEW Local 269 Pension Plan.
- (B) You must have depleted all banked hours that you are entitled to in the IBEW Local 269 Welfare Plan.

AMOUNT AND DURATION OF BASIC MONTHLY (SHWB) PAYMENTS

If you meet the IBEW Local 269 Pension Plan requirements for early retirement and qualify for benefits from the Supplemental Fund, a supplemental monthly benefit payment to cover health care co-pay will be paid to IBEW Local 269 Welfare Fund for continuation of your health care coverage for you and your spouse only until you reach the age of sixty-five (65).

Once you have attained the age of sixty-five (65) all payments from the (SHWB) will cease.

If you retire and have collected (SHWB) benefits and should decide to return to work, you will not be eligible for Supplemental Fund benefits until you have met the reinstatement requirements of the Fund. In the event you re-retire after a return to active employment, you will be eligible for continued Welfare Plan benefits effective with the first of month following or coincidental with your first pension payment.

The monthly (SHWB) payment to each participant will be determined by the Trustees after determining the current amount of co-pay necessary to maintain the participant's health coverage in the IBEW Local 269 Welfare Plan.

LIMITATION FOR BASIC MONTHLY (SHWB) PAYMENTS

You will no longer be eligible to receive Basic Monthly (SHWB) benefits if you:

- (A) Reach the age of sixty-five (65).
- (B) You have not depleted reserve (Bank) hours in the IBEW Local 269 Welfare Plan.
- (C) You become permanently disabled and you are receiving disability payments from the IBEW Local 269 Pension Plan.
- (D) SHWB payments on eligible retirees are automatically transferred from the IBEW Local 269 Supplemental Fund to the IBEW Local 269 Welfare Fund on a monthly basis. Participants receiving SHWB monthly benefits can self-pay to continue to provide Welfare Plan coverage for their dependents as follows:

Single retiree and 1 child	\$516.00 per month
Single retiree and 2 or more children	\$1,140.00 per month
Retiree and spouse with 1 or more children	\$624.00 per month

IV. SUPPLEMENTAL HEALTH BENEFITS EXTENDED COVERAGE SUBSIDY

ELIGIBILITY REQUIREMENTS FOR AND PAYMENT OF EXTENDED COVERAGE SUBSIDY (ECS)

A. Eligibility

- i. The applicant must be an eligible Participant of the S.U.B. Fund;
- ii. The applicant must be a Plan Participant in the IBEW Local 269 Welfare Plan;
- iii. The applicant must provide proof that benefits from the Welfare Plan have been terminated, and continuation of coverage requires COBRA payments;
- iv. The applicant must be registered on the IBEW Local Union 269 out-of-work-list; except, office employees of IBEW Local Union 269 and the IBEW Local Union 269 JATC that are eligible participants of both Plans but are not bargaining unit employees employable under an IBEW Local Union 269 Collective Bargaining Agreement, shall not be required to register on the out-of-work-list;
- v. The applicant must maintain his/her position on the out-of-work-list;
- vi. The applicant must be on involuntary lay-off and not have been discharged for cause and/or quit covered employment within the twelve (12) calendar months immediately preceding the date of the application;
- vii. The applicant must not refuse any referrals for covered employment from the IBEW Local Union 269 hiring hall. After three attempts by the hiring hall for employment, the employee will receive notification and thus be deemed ineligible for ECS benefits;
- viii. Failure to comply with and maintain any eligibility requirement shall be cause for immediate disqualification from the ECS benefit;
- ix. The applicant is under long-term involuntary unemployment, long-term being defined as those periods wherein greater than ten percent (10%) of the Plan's participants are involuntarily unemployed and remain unemployed for three (3) or more calendar months.

B. Enrollment

- i. Eligible applicants for the ECS Benefit will be automatically notified by the Funds Office upon their termination from the Welfare Fund

C. Payment

- i. ECS payments will be made directly to the Welfare Plan on behalf of each eligible Participant, on a monthly basis;

D. Termination of ECS Payments

- i. ECS payments made under an open ECS claim will terminate when twelve (12) payments have been made on behalf of the Participant;
- ii. Should a Participant return to employment whereupon employer contributions to both plans are resumed prior to the Participant receiving twelve (12) payments, the Participant's initial claim will remain open. Upon subsequently becoming unemployed, ECS payments will resume with the next numbered payment from the open initial claim, and the ECS will thereafter terminate upon payment number twelve (12). Except, should the Participant's period of employment consist, in total, of six hundred (600) hours or more within two (2) consecutive calendar quarters, the Participant shall be eligible to apply to open a new claim for twelve (12) payments upon subsequently becoming involuntarily unemployed;

E. Requalification for Eligibility

- i. In addition to the eligibility requirements outlined above, once a Participant has received twelve (12) ECS monthly payments on his/her behalf, the participant must be employed a minimum of six hundred (600) hours, in two (2) consecutive calendar quarters, wherein employer contributions are remitted on his/her behalf. Thereafter, the Participant becomes eligible to open a new claim for ECS payments.

V. BASIC WEEKLY SUPPLEMENTAL SICK BENEFIT

ELIGIBILITY REQUIREMENTS FOR BASIC WEEKLY SUPPLEMENTAL SICK BENEFIT (SSB) PAYMENTS

If you are a participant you will be eligible for Basic Weekly (SSB) payment when you have met the following requirements:

- (A) You have met the basic eligibility requirements for Plan participants.
- (B) You have a doctor's note stating your disability (due to Workmen's Compensation or Temporary Disability) with an estimated return to work date.
- (C) You have filled out a (SSB) benefit form in a timely manner.

AMOUNT AND DURATION OF BASIC WEEKLY (SSB) PAYMENTS

If you become sick or disabled and meet the eligibility requirements listed above, a Basic Weekly (SSB) Benefit of one hundred fifty dollars (\$150.00) per week will be paid while you are out of work because of illness or injury. Note that this one hundred fifty dollars (\$150.00) per week SSB benefit is a gross payment amount and shall be reduced by any payments from Medicare and/or Social Security and, therefore, the net payment amount would be less than one hundred fifty dollars (\$150.00).

When you receive benefits, your Dollar Bank will be reduced by one hundred fifty dollars (\$150.00) for each week in which you receive a weekly benefit.

You will be eligible to receive benefits as long as there is a balance in your Dollar Bank.

APPLICATION FOR BASIC WEEKLY (SSB) BENEFITS

In order to receive Basic Weekly (SSB) payments, you must apply through the Fund Office by completing the required (SSB) application. Take the (SSB) form to your doctor to certify that you are unable to work because of sickness or disability.

The (SSB) form must be returned to the Fund Office within two (2) weeks of the onset of your illness.

The Trustees reserve the right to require a second opinion in determining whether your illness is serious enough to prevent you from being available for work.

LIMITATION OF BASIC WEEKLY (SSB) PAYMENTS

You will no longer be eligible to receive Basic Weekly (SSB) Benefits if you are receiving a pension from the IBEW Local 269 Pension Plan.

Failure to apply for benefits in a timely manner may result in loss of benefits. Depending on the circumstances, you may lose your right to benefits unless satisfactory evidence can be provided to the Trustees indicating hardship preventing your timely filing for benefits.

You are not eligible for (S.U.B.) if you are collecting (SSB) Benefits.

VI. INDIVIDUAL SUPPLEMENT FUND

During its regularly scheduled November meeting the Trustees will review the financial status of the Fund.

If the Trustees determine that there are significant funds to cover two (2) full years of benefits for each defined benefit or ten million dollars (\$10,000,000.00), which ever is higher, then the Trustees shall approve individual accounts for the coming year.

If Individual Accounts are approved all monies collected for eligible participants in the coming year will be returned in the month of March of the following year.

The amount of money returned to each eligible participant will be determined by the total Dollars contributed to your Dollar Bank during the preceding calendar year.

The Individual Supplemental Fund payment will be limited to the lesser of the dollars contributed to your Dollar Bank during the prior year, or your account balance at the time the payments are issued, less a minimum remaining balance of one hundred fifty dollars (\$150.00).

Those participants eligible in the Plan that have less than ten thousand (10,000) Benefit Credits have the option to receive a refund disbursement or have their earned credits remain in their Dollar Bank. You must notify the Trustees of such credit option no later than the date determined by the Funds Office for that calendar year.

Those participants not eligible in the Plan shall continue to make contributions into the Plan to become an eligible participant.

If the Plan reserves fall below a two (2) year required reserve or less than ten million dollars (\$10,000,000.00), then the Plan will revert back to a general account and no payments will be made for individual accounts.

Eligibility as a Plan participant shall be determined every January.

VII. DEATH BENEFIT

All eligible participants will be entitled to a thirty thousand dollar (\$30,000.00) life insurance payable to their beneficiary.

VIII. CLAIM FILING AND APPEAL PROCEDURES

The following is a description of the Plan's procedures for filing claims and appealing claims, which have been denied by the Plan. This includes the steps that you must take to file a claim for benefits, the steps that the Plan must take to handle the claim, and the rules concerning how you may make an appeal if your claim is denied.

FILING A CLAIM FOR BENEFITS

To file a claim for benefits follow the instructions provided in the "Application for Benefits" sections included in this Summary Plan Description:

- (A) To file a claim for Basic Weekly S.U.B. Benefits, follow the instructions in the section entitled "Application for Basic Weekly S.U.B. Benefits".

The Fund Office will process your claim within ninety (90) days after the claim is filed. If an extension of time for processing is required, written notice will be furnished to you prior to the termination of the initial ninety (90) day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render its final decision. In no event will this extension period exceed a period of ninety (90) days from the end of the initial ninety (90) day period.

IF YOUR CLAIM IS DENIED

If your application for benefits under the Plan is denied in whole or in part, you will receive notice from the Plan detailing the specified reasons for the denial. You may appeal the decision in writing to the Board of Trustees within sixty (60) days after receipt of such notice. The Trustees, or a person or committee designated by the Trustees, will consider your written appeal. You will be notified promptly of the results of your appeal, but not later than sixty (60) days after your request for review.

REVIEW PROCEDURE FOR DISABILITY RETIREMENT BENEFITS CLAIM

Notwithstanding the procedures delineated in Article VIII above, the review procedure related to a Disability Benefit claim is as follows: In a case where a Participant believes he/she is entitled to receive a Disability Benefit he/she must file a written claim with the Trustees. The Trustees have forty-five (45) days to decide the claim and to notify the Participant if the claim is denied in whole or in part. Under special circumstances, the Trustees may take up to an additional thirty (30) days to review the claim. If an extension of time is required, the Participant will be notified before the end of the initial forty-five (45) day period of the circumstances requiring the extension, and the date by which the Trustees expect to render a decision.

WRITTEN NOTICE REQUIREMENT OF THE DENIAL OF A DISABILITY BENEFIT CLAIM

The denial of a Disability Benefit claim, in-whole or in-part, has changed requiring that the Participant receive a notice of denial in written form in accordance with the timeframes noted immediately above. The notice will include the following: (1) the specific reason(s) for the denial including an explanation of the basis for disagreeing with the medical or vocational professionals evaluating the Participant; the views of the medical or vocational professionals obtained on behalf of the Plan; and the disability determination obtained by the Participant from the Social Security Administration; (2) reference to the specific Plan provision(s) on which the determination is based; (3) a statement that the covered person 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 claim for benefits; (4) a description of the Plan procedures and time limits for appeal of a benefit denial and the right to sue in federal court; (5) disclosure of any internal rule, guideline, protocol or similar criteria that was used when making the benefit denial or a statement that such information was relied upon when making the benefit denial and will be provided free of charge upon request; and (6) if the decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgement applying the terms of this Plan to the covered person's medical circumstances or a statement that such explanation will be provided free of charge upon request. The Plan will also provide the covered person with a statement identifying those medical or vocational experts whose advice was obtained in connection with the appeal. The Trustees will provide a benefit denial notice in a non-English language, if a covered person's address is in a county where ten percent (10%) or more of the population is literate only in the same non-English language. Benefit denial notices must include a prominent statement in the relevant non-English language about the availability of language services.

APPEAL PROCESS FOR DENIAL OF A DISABILITY BENEFIT CLAIM

The appeal process for the denial of a Disability Benefit claim has also changed. If a Participant disagrees with the denial of a disability claim, the Participant may appeal that decision. A Participant must appeal, in writing, and state the reasons why the Participant disagrees with the denial of such claim within one hundred eighty (180) days after receiving the notice denying their claim. If a Participant fails to file a written appeal within the applicable time period the claim will be deemed permanently waived and abandoned. Upon request, the Trustees will identify any medical or vocational experts it consults. The Trustees have thirty (30) days to make a decision on a Participant's appeal and to notify the Participant if the denial claim is upheld. Under special circumstances, the Trustees may take up to an additional thirty (30) days. If an extension of time is required, the Participant will be notified before the end of the initial thirty (30) day period of the circumstances requiring the extension and the date by which the Trustees expect to render a decision. If a Participant's appeal is denied the notice denial will be in the same form as the original notice of denial and contain the same information.

STATUTE OF LIMITATIONS ON DISABILITY BENEFIT CLAIM

If the Trustees deny a Participant's Disability Benefit claim and appeal or a Participant's disability benefits are terminated, a Participant may sue over such claim (unless a release on the claim has been executed by the Participant). The Participant must commence such suit within one year from the date of the final written denial issued by the Trustees. Any action after one (1) year shall be barred.

FORUM CLAUSE APPLICABLE TO ALL DISPUTES OR CLAIMS

Any dispute or claim arising to or in any way related to the Plan, a Plan fiduciary, the Trustees, or any other person, shall be brought only in the State courts of New Jersey or in the United States District Court for the District of New Jersey.

IX. RIGHT TO RECOVERY

If it is determined that any money was paid to you in error, you will be required to return that money to the Plan.

The Trustees may withhold payment of future benefits to which a Participant may be entitled until the amount withheld equals the amount of money incorrectly received.

X. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As an employee eligible under the IBEW Supplemental Unemployment Benefits Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA states that all eligible employees will be entitled to:

- Examine without charge, at 830 Bear Tavern Road, West Trenton, NJ 08628, all Plan documents including collective bargaining agreements and copies of all such documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and descriptions of the Plan.
- Obtain copies of all Plan documents and other Plan information upon written request to the Board of Trustees. The Trustees may make reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Trustees are required to furnish every participant with a copy of this summary.

The Trustees and anyone else with responsibility for managing or operating the Plan have certain obligations under the law. These "Fiduciaries" must operate the Plan prudently and in the interests of you and other Plan Participants and beneficiaries. You have a right to get your benefits under the provision of the Plan and to exercise your rights under the Plan and under ERISA. No one, whether employer, union or anyone else, can discriminate against you because you pursue 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 Trustees 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 thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to one hundred ten dollars (\$110.00) a day until you receive them unless the materials were not sent because of reasons beyond the control of the Trustees. 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. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, 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 FRIVOLOUS.

If you have any questions about the Plan, this statement, or your rights under ERISA, please contact:

Board of Trustees
IBEW Local Union 269 Welfare and Supplemental Fund
c/o I.E. Shaffer & Co.
830 Bear Tavern Road
P.O. Box 1028
West Trenton, NJ 08628
(609)883-6688

You may also direct any such questions to the nearest office of the Office of Pension-Welfare Benefit Programs, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW Washington, D.C. 20210.

**XI. ADDITIONAL INFORMATION REQUIRED BY THE EMPLOYEE
RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

1. The name, address and telephone number of the Plan:

IBEW Local Union 269 Welfare and Supplemental Fund
c/o I.E. Shaffer & Co.
830 Bear Tavern Road
P.O. Box 1028
West Trenton, NJ 08628
(609)883-6688

2. The type of Plan:

A Supplemental Unemployment Benefit Plan.

3. The type of administration of the Plan:

Collectively Bargained
Jointly-Trusteed Labor-Management Trust

4. Name and address of the person designated as agent for the service of Legal process:

IBEW Local Union 269 Welfare and Supplemental Fund
c/o I.E. Shaffer & Co.
830 Bear Tavern Road
P.O. Box 1028
West Trenton, NJ 08628
(609)883-6688

In addition, service of legal process may be made upon an individual Trustee.

5. Name and address of the Plan Administrator:

IBEW Local Union 269 Welfare and Supplemental Fund
I.E. Shaffer & Co.
830 Bear Tavern Road
P.O. Box 1028
West Trenton, NJ 08628
(609)883-6688

The Board of Trustees acts as the administrator.

6. Names and addresses of Board of Trustees:

Union Trustees

Stephen Aldrich
IBEW Local Union 269
670 Whitehead Road
Trenton, NJ 08648

Wayne DeAngelo
IBEW Local Union 269
670 Whitehead Road
Trenton, NJ 08648

Gino Pasqualone, Jr.
IBEW Local Union 269
670 Whitehead Road
Trenton, NJ 08648

Employer Trustees

Joseph Knecht, Jr.
NECA
100 Century Parkway
Mt. Laurel, NJ 08054

Michael Nielsen
A.C. Scott Electric Co., Inc.
606 New York Avenue
Trenton, NJ 08638

Ronald Warr
QPI Electrical Co., Inc.
1805 Woodbourne Road
Levittown, PA 19057

7. A description of the relevant provision of any applicable collective bargaining agreement:

The collective bargaining agreement between IBEW Local Union 269 and the Southern New Jersey Chapter NECA provides for hourly contributions to the Plan based upon a percentage of gross wages. Agreements with other associations and employers contain similar provisions. A copy of the collective bargaining agreement may be obtained upon written request by a Participant to the Plan Administrator and is available for examination at IBEW Local Union 269.

8. Source of Financing of the Plan and identity of any organization through which benefits are provided.

Payments made to the Plan by the contributing employers are in accordance with the collective bargaining agreements. Benefit payments are provided directly from the assets of the Plan which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund, known as IBEW Supplemental Unemployment Benefits Plan, for the purpose of providing benefits to Covered Participants.

9. Date of the end of the fiscal year:

December 31st

10. Internal Revenue Service Plan Identification number:

003

11. Remedies available under the Plan for the redress of claims which are denied in whole or in part, including provisions required by Section 503 of the Employee Retirement Income Security Act of 1974 (ERISA).

- (a) Upon making an application for benefits, a review of eligibility status will be made by the Administrator. Any claimant whose claim has been denied as the result of not meeting the eligibility rule may make a request, in writing, for a review of his eligibility status.
- (b) The claimant must file his request for review in writing stating clearly the reason or reasons for his disagreement as to the denial of his claim. The letter should be directed to:

Board of Trustees
IBEW Local Union 269 Welfare and Supplemental Fund
c/o I.E. Shaffer & Co.
830 Bear Tavern Road
P.O. Box 1028
West Trenton, NJ 08628
(609)883-6688

The request for the review of the claim should be made within sixty (60) days of the date the claim is denied for payment. Upon receipt of the request for reconsideration, the Trustees or an agent appointed by the Trustees shall review all matters pertaining to the request. The Claimant shall be notified promptly of the findings, but not later than sixty (60) days after his request for review.

IMPORTANT

THE FOREGOING SUMMARY OF THE PLAN THAT APPEARS IN THIS BOOKLET IS INTENDED TO PROVIDE ELIGIBLE EMPLOYEES WITH INFORMATION ABOUT THE IMPORTANT FEATURES OF THE PLAN. THE ACTUAL PLAN DOCUMENT WHICH IS ALSO PART OF THIS BOOKLET IS THE FINAL WORD ON ELIGIBILITY FOR BENEFITS, AMOUNTS OF BENEFITS, FILING REQUIREMENTS, ETC., AND WILL PREVAIL IF THERE IS ANY INCONSISTENCY BETWEEN THE PLAN DOCUMENT AND THE SUMMARY. THE FULL PLAN DOCUMENT IS AVAILABLE AT THE FUND OFFICE.

