



**I.B.E.W. LOCAL UNION NO. 351  
SUPPLEMENTAL WELFARE FUND**

**PLAN DOCUMENT**

**AND**

**SUMMARY PLAN DESCRIPTION**

*Effective as of April 1, 2019*



## TABLE OF CONTENTS

1.0	Summary of Plan Information. . . . .	Page 1
2.0	Eligibility Requirements for Active Participants . . . . .	Page 1
3.0	Eligibility Requirements for Retired Participants. . . . .	Page 1
4.0	Benefits . . . . .	Page 2
5.0	General Limitations. . . . .	Page 3
6.0	Claims Procedures Relative to the Funding of Healthcare Benefits Provided under the IBEW Local Union 351 Welfare Plan. . . . .	Page 3
7.0	Denial and Appeal Claim Procedures Relative to the Funding of Healthcare Benefits Provided under the IBEW Local Union Welfare Plan . . . . .	Page 3
8.0	Rights and Protections Under ERISA. . . . .	Page 4

**NOTE:**

The Trustees reserve the right to amend or change the Summary Plan Description and Plan Provisions at any time including terminating the Plan. The Trustees, by appropriate action also reserve the right to change any amounts contributed toward the cost of providing benefits, the level of benefits provided, and the class or classes of Participants eligible for Plan benefits. The Trustees, pursuant to the Agreement and Declaration of Trust have the sole and exclusive authority to interpret the terms and conditions of the Plan and this Summary Plan Description including but not limited to eligibility, participation and the benefits to be provided. Any interpretation will be upheld unless it is arbitrary or capricious or an abuse of discretion.

## 1.0 SUMMARY OF PLAN INFORMATION

The Employee Retirement Income Security Act of 1974 (ERISA) requires the following information pertaining to the establishment and administration of the Fund to be furnished to plan participants and their dependents and beneficiaries.

- 1.1 Name of Plan & Employer Identification Number:** The plan name is the IBEW Local Union 351 Supplemental Welfare Plan – EIN 45-4955344.
- 1.2 Name and Address of Union Employer Association and Plan Sponsor:** The Union is the International Brotherhood of Electrical Workers Local Union 351 located at 1113 Black Horse Pike, Folsom, NJ 08037. The Employer Association is the Southern New Jersey Chapter, Inc., National Electrical Contractors Association, located at 100 Century Parkway, Mt. Laurel, NJ 08054. The Plan Sponsor is the Board of Trustees of the IBEW Local Union 351 Supplemental Welfare Fund, c/o I.E. Shaffer & Co., 830 Bear Tavern Road, P.O. Box 1028, West Trenton, New Jersey 08628.
- 1.3 Type of Plan:** Welfare Plan – providing payments to maintain or continue health, welfare or other coverage for eligible participants and their families under the IBEW Local 351 Welfare Plan.
- 1.4 Operation and Administration:** The operation and administration of the Plan is the joint responsibility of the Board of Trustees, consisting of:

<u>Employee Trustees</u>	<u>Employer Trustees</u>
Daniel Cosner	Joseph Knecht, Jr.
William Hosey	Thomas J. Peterson
Chuck Della Vecchia	Jeffrey Houde

With offices at: c/o I.E. Shaffer & Co., 830 Bear Tavern Road, P.O. Box 1028, West Trenton, N.J. 08628, phone number 1-800-792-3666. I.E. Shaffer & Co. is the Third Party Administrator of the Plan and the agent for service of process and notices.

- 1.5 Collective Bargaining Agreements and Contributions:** Parties to the Collective Bargaining Agreement relating to the Plan are the International Brotherhood of Electrical Workers Local Union 351 (the Union) and the Southern New Jersey Chapter, Inc., National Electrical Contractors Association (the Association). A copy is available for your examination upon written request to the Board of Trustees.
- 1.6 Funding Medium:** The IBEW Local Union 351 Supplemental Welfare Fund is the funding medium used for the accumulation of assets and through which benefits are provided and which is administered by the Board of Trustees.
- 1.7 Plan Fiscal Year:** January 1st to December 31st.

## 2.0 ELIGIBILITY REQUIREMENTS FOR ACTIVE PARTICIPANTS

- 2.1 Eligible Participants:** As of September 1 of each year, all employees of Contributing Employers, whose employment is covered by the Collective Bargaining Agreement by and between the IBEW Local Union 351 (“Union”) and the Southern New Jersey Chapter Inc. of the National Electrical Contractors Association or who are employed by the Union and who are both (a) covered by and (b) eligible for coverage in the IBEW Local Union 351 Welfare Plan, are “Eligible Participants” of the IBEW Local Union 351 Supplemental Welfare Plan. Eligible Participants also include all of Participant’s dependents covered by a Court or Administrative Order to provide health coverage for a dependent child (a Qualified Medical Child Support Order (QMCSO)) as defined under the IBEW Local Union 351 Welfare Plan. QMCSO procedures are available from the Plan Administrator.

## 3.0 ELIGIBILITY REQUIREMENTS FOR RETIRED PARTICIPANTS

- 3.1 Eligible Retirees:** All individuals who are eligible for and receive retiree benefits under the IBEW Local Union 351 Welfare Plan are eligible to participate in the IBEW Local Union 351 Supplemental Welfare Plan.

## 4.0 BENEFITS

**4.1: Available Benefits:** Eligible Participants and Eligible Retirees under the IBEW Local Union 351 Welfare Plan shall receive the following benefits from the IBEW Local Union 351 Supplemental Welfare Plan:

- a) Funding of all healthcare benefits provided under the IBEW Local Union 351 Welfare Plan for Eligible Retirees and their eligible dependents to include medical, prescription, vision and dental benefits.
- b) Provision of a health reimbursement arrangement for:
  - i. Payment of medical or dental expenses incurred by Eligible Participants and Eligible Retirees that are not otherwise paid by the IBEW Local Union 351 Welfare Plan, or any other form of insurance coverage, and which are qualified “medical and dental” expenses under Section 213(d) of the Internal Revenue Code and described in IRS Publication 502, as well as co-payments and deductibles (“Qualifying Expenses”). Benefits described in this paragraph shall be paid to the providers of health care services via a health reimbursement arrangement debit card or to the Eligible Participant or Eligible Retiree, as warranted. Payment of benefits pursuant to this paragraph are subject to verification and accounting.
  - ii. Funding of COBRA premiums for all Eligible Participants who qualify for COBRA coverage. Benefits paid for COBRA coverage shall be paid directly to the IBEW Local Union 351 Welfare Plan.

For all Eligible Participants and Eligible Retirees, the Fund shall establish an Individual Account that will receive a notional allocation of funds annually from the Trustees. The Trustees shall have the discretion to determine the amount of funding on an annual basis. Benefits can be paid until the Individual Account fund balance reaches zero.

**4.2: Restrictions on Use of Balances in Individual Accounts:** Funds allocated to Individual Accounts must be used only for the expenses and purposes described in Section 4.1 above and may not be used for any other purposes. Individual Account Balances are not payable to Eligible Participants or Eligible Retirees, or their dependents or estates, except however if an Eligible Participant or Eligible Retiree has a positive fund balance in their Individual Accounts at the time of his or her death, the personal representative for the deceased participant may submit claims for reimbursement for Qualifying Expenses of the decedent within twelve (12) months of the date of death. Eligible Retirees who attain the age of 65 may not use Individual Account balances to pay for Medicare or Medigap premiums. Any remaining balances in Individual Accounts revert to the IBEW Local Union 351 Supplemental Welfare Fund.

## 5.0 GENERAL LIMITATIONS

- 5.1 General Limitations:** The circumstances which may result in disqualification, ineligibility, or denial, loss, forfeiture, suspension, offset, reduction, or recovery (e.g. by exercise of subrogation or reimbursement rights) of any benefits that a Participant or beneficiary might otherwise reasonably expect the plan to provide include loss of eligibility under the IBEW Local Union 351 Welfare Plan or the expenditure of all assets of the IBEW Local Union 351 Supplemental Welfare Fund.
- 5.2 No Benefit Payment if Payment Compromises Tax Exempt Status:** The Trustees shall not be under any obligation to pay any benefits if the payment of such benefits will result in the loss of the Fund's tax-exempt status under the then applicable Internal Revenue Code and any regulations or rulings issued pursuant thereto.
- 5.3 Amendment of the Plan:** The IBEW Local Union 351 Supplemental Welfare Plan may be amended by a) the Trustees, in their sole discretion, from time to time, or b) by the Union and the Association, provided that such amendments comply with all applicable federal laws and regulations and the provisions of the Trust Agreement. Nevertheless, no amendment may be adopted which will alter the general purpose of the Agreement and Declaration of Trust, or be contrary to any agreements entered into by the Trustees or, by the Union and the Association.
- 5.4 Agreements with Other Trustees:** The Trustees are authorized, to the extent lawful, to enter into agreements with trustees of other welfare plans to permit such other welfare plans to merge or consolidate with this Fund, or provide reciprocal coverage and benefits.
- 5.5 Termination of the Plan:** The IBEW Local Union 351 Supplemental Welfare Plan may be terminated by an instrument in writing executed by all the Trustees when there is no longer in force and effect any Collective Bargaining Agreement or by an instrument in writing executed by the Union and the Association. In the event of termination of the Plan, the Trustees shall apply the Fund to pay or to provide for the payment of any and all obligations of the Fund, and shall distribute and apply any remaining surplus in the manner prescribed or permitted by applicable law; provided, however, that no part of the corpus or income of the Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Participants, their families, beneficiaries or dependents, for the administrative expenses of the Fund, or for other payments in accordance with the provisions of the Agreement and Declaration of Trust and the Plan. Under no circumstances shall any portion of the corpus or income of the Fund, directly or indirectly, revert or inure to the benefit of the Union, the Association, or any Employer.

## 6.0 CLAIM PROCEDURES RELATIVE TO THE FUNDING OF HEALTH CARE BENEFITS PROVIDED UNDER THE IBEW LOCAL UNION 351 WELFARE PLAN

Participants and their eligible dependents in the IBEW Local Union 351 Supplemental Welfare Fund receive a debit card for payment of most Qualifying Expenses. For expenses that cannot be processed using the debit card, refer to the claim procedures of the IBEW Local Union 351 Welfare Plan. The claim procedures of the IBEW Local Union 351 Supplemental Welfare Plan relative to the funding of healthcare benefits provided under the IBEW Local Union 351 Welfare Plan are in accordance with the claim procedures of the IBEW Local Union 351 Welfare Plan and incorporated herein by reference. Participants making claims in this Supplemental Welfare Plan shall do so in the same way as they do for claims to the IBEW Local Union 351 Welfare Plan.

## 7.0 DENIAL AND APPEAL CLAIM PROCEDURES RELATIVE TO THE FUNDING OF HEALTH CARE BENEFITS PROVIDED UNDER THE IBEW LOCAL UNION 351 WELFARE PLAN

The denial and appeal claim procedures of the IBEW Local Union 351 Supplemental Welfare Plan relative to the funding of healthcare benefits provided under the IBEW Local Union 351 Welfare Plan are in accordance with the claim procedures of the IBEW Local Union 351 Welfare Plan, and the claims procedures for the IBEW Local Union 351 Welfare Plan are incorporated herein by reference. Participants who wish to appeal a benefit denial in this Supplemental Welfare Plan shall do so in the same way as they do for benefit denials by the IBEW Local Union 351 Welfare Plan.

## 8.0 RIGHTS AND PROTECTIONS UNDER ERISA

As a Participant in the Fund 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:

- (1) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining 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.
- (2) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The administrator may assess a reasonable charge for the copies.
- (3) 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.

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 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 benefit under this Plan or exercising your rights under ERISA. If your claim for a benefit under this Plan 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 suite 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.

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.

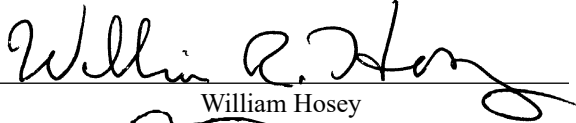


Adopted this 15th day of March, 2019, effective as of April 1, 2019.

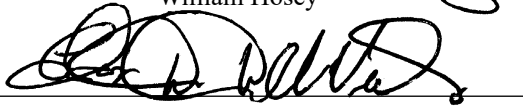
**Union Trustees**



Daniel Cosner

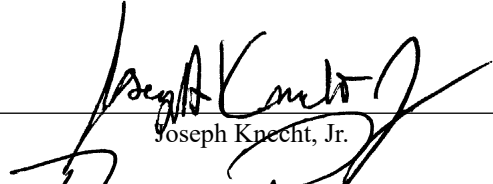


William Hosey

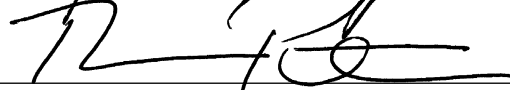


Chuck Della Vecchia

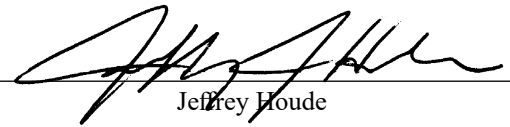
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