



IBEW LOCAL UNION 400 SUPPLEMENTAL BENEFIT FUND

PLAN

DOCUMENT

AND

SUMMARY PLAN DESCRIPTION

Adopted: May 1, 2016

Amended And Restated As of April 1, 2022



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 this Plan and Summary Plan Description including but not limited to eligibility, participation and the benefits to be provided.

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I. 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.

A. NAME OF PLAN & EMPLOYER IDENTIFICATION NUMBER

The plan name is the International Brotherhood of Electrical Workers Local Union 400 Supplemental Benefit Plan – E.I.N. 26-0181078 (hereinafter “Plan”). IRS Plan Identification Number 502.

B. NAME AND ADDRESS OF UNION, EMPLOYER ASSOCIATION AND PLAN SPONSOR

The Union is the International Brotherhood of Electrical Workers Local Union 400, located at 3301 Highway #138, P.O. Box 1256, Wall, New Jersey 07719. The Employer Association is Monmouth-Ocean Division of the Northern New Jersey Chapter, Inc., National Electrical Contractors Association, located at 213 Summit Road, P.O. Box 1081, Mountainside, New Jersey 07092. The Plan Sponsor is the Board of Trustees of the International Brotherhood of Electrical Workers Local Union 400 Supplemental Benefit Fund.

C. TYPE OF PLAN

Employee Benefit Welfare Plan, providing benefits to maintain or continue health and welfare benefits and for reimbursement of out-of-pocket medical and dental expenses to eligible participants prior to April 1, 2022. On and after April 1, 2022 Participants who are Medicare eligible retired participants covered by the IBEW Local Union 400 Welfare Plan (hereinafter “Local 400 members”) will only receive Medicare Retiree Prescription Benefits. Participants who are not Medicare eligible retired participants covered by the IBEW Local Union 400 Welfare Plan (hereinafter “Non-Local 400 members”) and who maintain Individual Accounts will continue to receive benefits for reimbursement of out-of-pocket medical and dental expenses only, up until their Individual Accounts are depleted, and Medicare Retiree Prescription Benefits for which they become eligible.

D. OPERATION AND ADMINISTRATION

The operation and administration of the Plan is the responsibility of the Board of Trustees, consisting of:

Union Trustees
Robert Shimko
Michael Tomasiello
Edwards Wells
Michael Ricca

Employer Trustees
Thomas O. Johnston, Esq.
Elizabeth E. Manzo, Esq.
William H. Jones, III

with offices c/o I E Shaffer & Co., Inc., 830 Bear Tavern Road, P.O. Box 1028, West Trenton, New Jersey 08628, (800) 792-3666. I E Shaffer & Co. serves as the Plan Administrator and service of process may be made upon the Board of Trustees c/o I E Shaffer & Co., 830 Bear Tavern Road, P.O. Box 1028, West Trenton, New Jersey 08628.

E. COLLECTIVE BARGAINING AGREEMENT AND CONTRIBUTIONS

Parties to the collective bargaining agreement relating to the Plan are the International Brotherhood of Electrical Workers, Local Union 400, (the Union) and the Monmouth-Ocean Division of the Northern New Jersey Chapter, Inc., National Electrical Contractors Association (the Association). The collective bargaining agreement between the Union and the Association provides for 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 Board of Trustees and is available for inspection at the office of the IBEW Local Union 400.

F. FUNDING MEDIUM

Payments made to the Fund by the contributing employers are made in accordance with the collective bargaining agreements. Benefit payments are provided directly from the assets of the Fund which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund, known as the Local Union 400 IBEW Supplemental Benefit Fund, for the purpose of providing benefits to eligible Participants.

G. PLAN FISCAL YEAR

April 1st to March 31st

II. PARTICIPATION REQUIREMENTS

A. INITIAL PARTICIPATION

In order to become eligible for Plan 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 Benefit Fund under the terms of a collective bargaining agreement. You are a Participant upon receipt of employer contributions to the Fund. On and after April 1, 2022, Participants who are Non-Local 400 members will only receive Medicare Retiree Prescription Benefits from the Supplemental Benefit Fund. Participants who are Non-Local 400 members and who maintain Individual Accounts will continue to receive benefits for reimbursement of out-of-pocket medical and dental expenses until their Individual Accounts are depleted, and Medicare Retiree Prescription Benefits for which they become eligible.

B. INDIVIDUAL ACCOUNT

For Participants before April 1, 2022, your Individual Account will be based upon your earnings in Covered Employment multiplied by the contribution rate set forth in the collective bargaining agreement.

An Individual Account is established and maintained for each Participant upon receipt of employer contributions. The Individual Account is valued annually on the Valuation Date and a statement will be sent to each Participant informing him of the status of this account.

In general, your Individual Account shall include

- The sum of all employer contributions received on your behalf, PLUS
- The pro-rata share of net investment earnings based on the average account balance (average account balance is defined as the balance at the beginning of the plan year plus the balance at the end of the plan year divided by two), MINUS
- The pro-rata share of Fund administrative expenses as determined by the Trustees.

On or after April 1, 2022, all Individual Accounts for Participants who are Local 400 members shall be transferred to the IBEW Local Union 400 Welfare Fund. All Individual Accounts for Participants who are Non-Local 400 members shall remain as part of the Supplemental Benefit Fund and available to be used for the benefits under Article III (Medical Reimbursement Benefits) until their individual accounts are depleted. No Participant Individual Accounts will be funded on or after April 1, 2022.

C. VESTING

All amounts including net investment earnings credited to the Participant's Individual Account shall fully vest upon being credited, subject only to the charge for administrative expenses of operating the Supplemental Benefit Fund.

D. VALUATION DATE

The valuation date is March 31st of each calendar year.

E. EFFECTIVE DATE

Supplemental Benefits may be paid to Participants effective January 1, 2008. It is further understood that no benefits will be paid before that date unless otherwise determined by the Trustees. On and after April 1, 2022, Participants who are Local 400 members will only receive Medicare Retiree Prescription Benefits. Participants who are Non-Local 400 members and who maintain Individual Accounts will continue to receive benefits for reimbursement of out-of-pocket medical and dental expenses until their Individual Accounts are depleted, and Medicare Retiree Prescription Benefits for which they become eligible.

III. MEDICAL REIMBURSEMENT AND MEDICARE RETIREE PRESCRIPTION PREMIUM BENEFITS

A. ELIGIBILITY REQUIREMENTS FOR MEDICAL REIMBURSEMENTS

Participants who are Non-Local 400 members and who maintain Individual Accounts will continue to receive benefits for reimbursement of out-of-pocket medical and dental expenses until their Individual Accounts are depleted, if you or one of your dependents has medical or dental expenses incurred and not otherwise paid for by the Local 400 IBEW Welfare Plan, or any other form of insurance or welfare coverage, and which are qualified “Medical and Dental Expenses” under the Internal Revenue Code, as amended. Properly completed claims must be submitted within two (2) years of the date of incurred expenses or they will be denied.

B. AMOUNT OF MEDICAL REIMBURSEMENTS

The list of eligible medical and dental expenses for which you may seek reimbursement are detailed in IRS Publication 502 “Medical and Dental Expenses” which can be found at <http://www.irs.gov/publications/p502/index.html>. These may also include co-pays, deductibles and co-insurance. Benefits can be paid until the balance in your Individual Account has been reduced to zero.

C. ELIGIBILITY REQUIREMENTS FOR MEDICARE RETIREE PRESCRIPTION PREMIUM BENEFIT

Retired employees may receive Medicare Retiree Prescription Premium Benefits and continue coverage under this Plan provided they meet the eligibility requirements for retiree benefits as set forth in the IBEW Local Union 400 Welfare Plan.

D. AMOUNT OF MEDICARE RETIREE PRESCRIPTION PREMIUM BENEFIT

Medicare Eligible Retiree Prescription Premiums shall be paid by the Plan. Participants are covered by a separate Medicare Part D Plan. You should refer to the Medicare Part D materials for information on your prescription coverage.

E. APPLICATION FOR MEDICAL REIMBURSEMENT OR MEDICARE RETIREE PRESCRIPTION PREMIUM BENEFITS

In order to receive a Medical Reimbursement or Medicare Retiree Prescription Premium Benefits, you must apply through the Fund Office by completing the required application forms.

IV. RETIREE MEDICAL REIMBURSEMENT BENEFIT

EFFECTIVE APRIL 1, 2022, ALL CONTRIBUTIONS TO INDIVIDUAL ACCOUNTS WILL CEASE. ALL INDIVIDUAL ACCOUNTS FOR PARTICIPANTS WHO ARE LOCAL 400 MEMBERS SHALL BE TRANSFERRED TO THE IBEW LOCAL 400 WELFARE FUND. PARTICIPANTS WHO ARE NON-LOCAL 400 MEMBERS AND WHO MAINTAIN INDIVIDUAL ACCOUNTS WILL CONTINUE TO RECEIVE BENEFITS FOR REIMBURSEMENT OF OUT-OF-POCKET MEDICAL AND DENTAL EXPENSES ONLY, UP UNTIL THEIR INDIVIDUAL ACCOUNTS ARE DEPLETED AND MEDICARE RETIREE PREMIUM BENEFITS TO WHICH THEY BECOME ELIGIBLE. FUNDING AND REIMBURSEMENT FOR RETIREE MEDICAL REIMBURSEMENT BENEFIT WILL CEASE EFFECTIVE APRIL 1, 2022.

A. ELIGIBILITY REQUIREMENTS FOR RETIREE MEDICAL REIMBURSEMENT BENEFIT

If you are a Participant, you will be eligible for monthly Retiree Medical Reimbursement Benefit payments when you have met the following requirements:

- (i) You have qualified for coverage under the IBEW Local Union 400 Welfare Plan as a retired employee; and
- (ii) You have made all required contributions to maintain coverage.

B. AMOUNT AND DURATION OF RETIREE MEDICAL REIMBURSEMENT BENEFIT

If you meet the IBEW Local Union 400 Welfare Plan requirements for early retirement and qualify for benefits from the IBEW Local Union 400 Supplemental Benefit Fund, you will receive a monthly benefit payment sufficient to cover the health care contribution for retiree coverage until the balance in your Individual Account has been reduced to zero.

If you retired and collected Retiree Medical Reimbursement Benefit payments and should decide to return to work, you will not be eligible for Supplemental Benefit Fund payments once you become eligible as an active employee under the IBEW Local 400 Welfare Plan.

The monthly Retiree Medical Reimbursement Benefit payment to each Participant will be determined by the Trustees after determining the current amount of contribution necessary to maintain the Participants' retiree health coverage in the IBEW Local 400 Welfare Plan.

C. APPLICATION FOR RETIREE MEDICAL REIMBURSEMENT BENEFIT

In order to receive monthly Retiree Medical Reimbursement Benefit payments, you must apply through the Fund Office by completing the required application forms.

You should apply to the Fund Office for Retiree Medical Reimbursement Benefits three (3) months before your planned retirement date and three months before you anticipate that you will deplete all banked hours to which you were entitled under the IBEW Local 400 Welfare Plan.

Failure to apply prior to the three (3) month date may result in the delay of Retiree Medical Reimbursement Benefit payments.

D. LIMITATION FOR RETIREE MEDICAL REIMBURSEMENT BENEFIT

You will no longer be eligible to receive Retiree Medical Reimbursement Benefit payments if you:

- (i) Reach the age of sixty-five (65).
- (ii) The balance in your Individual Account has been reduced to zero.

V. SUPPLEMENTAL HEALTH BENEFITS

EFFECTIVE APRIL 1, 2022, ALL CONTRIBUTIONS TO INDIVIDUAL ACCOUNTS WILL CEASE. ALL INDIVIDUAL ACCOUNTS FOR PARTICIPANTS WHO ARE LOCAL 400 MEMBERS SHALL BE TRANSFERRED TO THE IBEW LOCAL 400 WELFARE FUND. PARTICIPANTS WHO ARE NON-LOCAL 400 MEMBERS AND WHO MAINTAIN INDIVIDUAL ACCOUNTS WILL CONTINUE TO RECEIVE BENEFITS FOR REIMBURSEMENT OF OUT-OF-POCKET MEDICAL AND DENTAL EXPENSES ONLY, UP UNTIL THEIR INDIVIDUAL ACCOUNTS ARE DEPLETED AND MEDICARE RETIREE PREMIUM BENEFITS TO WHICH THEY BECOME ELIGIBLE. FUNDING AND REIMBURSEMENT FOR SUPPLEMENTAL HEALTH BENEFITS WILL CEASE EFFECTIVE APRIL 1, 2022.

A. ELIGIBILITY REQUIREMENTS FOR SUPPLEMENTAL HEALTH BENEFIT

If you are a Participant, you will be eligible for Supplemental Health Benefit payments when you have qualified under COBRA for continued coverage under the IBEW Local Union 400 Welfare Plan or you seek to increase your coverage from Tier II to Tier I under the IBEW Local Union 400 Welfare Plan.

B. AMOUNT AND DURATION OF SUPPLEMENTAL BENEFIT

- (i) If you lose your health care coverage because of unemployment or other qualifying event under COBRA, you will receive a monthly Supplemental Health Benefit payment sufficient to cover the COBRA payment in order to maintain coverage for yourself and your dependents in the IBEW Local Union 400 Welfare Plan.
- (ii) If you seek to increase your coverage from Tier II to Tier I under the IBEW Local Union 400 Welfare Plan, you will receive a Supplemental Health Benefit payment sufficient to cover the cost in order for you and your dependents to have Tier I coverage under the Welfare Plan.

The amount of Supplemental Health Benefit will be determined by the Trustees and your Supplemental Health Benefit payment will continue for so long as you meet the eligibility requirements set forth above and the balance in your Individual Account has not been reduced to zero.

The payment will be determined by the Trustees after determining the current amount of contribution necessary to maintain the Participant's health coverage in the IBEW Local Union 400 Welfare Plan under COBRA or Tier I.

C. APPLICATION FOR SUPPLEMENTAL HEALTH BENEFIT

In order to receive Supplemental Health Benefit payments, you must apply through the Fund Office by completing the required application forms. For COBRA payments, you must certify that you are actively seeking Covered Employment, have signed the IBEW Local Union 400 out of work list and shown proof that your health coverage in the IBEW Local Union 400 Welfare Plan has or will be terminated.

For COBRA payments, you should contact the Fund Office as soon as you are notified that your health coverage has or will be terminated. Failure to apply for COBRA payments in a timely manner may result in a lapse in health care 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.

VI. CLAIM FILING AND APPEAL PROCEDURES

A. FILING A CLAIM FOR BENEFITS

To file a claim for benefits, follow the instructions provided in the “Application for Benefits” sections included under each type of Plan benefit in this Plan and Summary Plan Description.

Each Participant’s written request for benefits shall include the name of the Participant, Social Security Number, the basis upon which eligibility for benefits is sought, the applicable paperwork as set forth for that plan benefit, and the Plan benefit sought. Every Participant shall furnish, at the request of the Fund Office, any additional information or proof required for the administration of the Supplemental Benefit Fund or for the determination of any matter that the Fund Office or Trustees may have before them. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under the Supplemental Benefit Fund; and in such case the Trustees shall have the right to recover any benefit payments made in reliance thereon. Such denial, suspension or discontinuance of benefits may be restored if the Participant furnishes or corrects, to the satisfaction of the Trustees, lacking or incorrectly stated information. The Trustees shall have full discretion in the interpretation of the provisions of the Supplemental Benefit Plan and Fund and are the sole judges of the standard of proof required in any case. In the application and interpretation of any of the provisions of this Supplemental Benefit Plan, the decisions of the Trustees shall be final and binding on all parties including Employees, Employers, the Union, Participants and Dependents.

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 Fund office 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.

B. 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 Fund office 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.

C. DECISION ON REVIEW

The Board of Trustees will render a decision within one hundred and twenty (120) days after the receipt of the request for review. The decision of the Board of Trustees will be in writing and will include the specific reason(s) for the decision and the specific reference to the Plan provisions on which the decision is based. The Trustees shall have full discretion in the interpretation of the provisions of the Supplemental Benefit Plan and Fund and are the sole judges of the standard of proof required in any case.

D. STATUTE OF LIMITATIONS

After receipt of the final written decision of the Board of Trustees, the Participant will have a period of one hundred and eighty (180) days after the date of the written decision to commence any legal action before a Court of appropriate jurisdiction to review the decision of the Trustees. If the Participant fails to commence such action he/she will be barred from further review.

E. FRAUD

Any person attempting to submit false, misleading or incomplete information or who in any way attempts to defraud the Fund, may be prosecuted in such manner as the Trustees deem advisable or at the Trustees discretion, terminated from participation in the Plan until full restitution has been made by the Participant.

F. DEATH OF PARTICIPANT

If a Participant dies and his Individual Account has a balance, his dependents shall be allowed to receive Supplemental Benefit payments in accordance with the Plan. If the Participant has no dependents, his Individual Account will be forfeited to pay administration expenses of the Plan.

VII. 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 Fund.

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.

VIII. GENERAL LIMITATIONS

A. NO BENEFIT PAYMENT IF COMPROMISE 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.

B. AMENDMENT OF THE PLAN

The IBEW Local Union 400 Supplemental Benefit Plan may be amended by the Trustees, in their sole discretion, from time to time 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.

C. TERMINATION OF THE PLAN

The IBEW Local Union 400 Supplemental Benefit Fund 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 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 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 an Employer.

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

As a Participant eligible under the IBEW Local Union 400 Supplemental Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA states that all Plan Participants shall be entitled to:

- Examine, without charge, at the Fund's office c/o I E Shaffer & Co., Inc., 830 Bear Tavern Road, P.O. Box 1028, West Trenton, New Jersey 08628, and at other specified locations, such as worksites and union halls, all documents governing the Plan including insurance contracts and collective bargaining agreements, a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Board of Trustees, 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 Trustees may assess a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Trustees are 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 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 \$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. 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 in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs

and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the plan administrator:

Board of Trustees
IBEW Local Union 400 Supplemental Benefit Fund c/o I E Shaffer & Co.
830 Bear Tavern Road West Trenton, New Jersey 08628
800-792-3666

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, 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.

The Trustees of the IBEW Local Union 400 Welfare Fund have caused this restated IBEW Local Union 400 Supplemental Benefit Fund to take effect as of May 1, 2016 at West Trenton, New Jersey. This is a revision of the Plan previously adopted August 14, 2007. We have read the document herein and certify the document reflects the terms and conditions of the Employee Supplemental Benefit Plan as established by the Trustees.

Union Trustees

Employer Trustees

Robert Shimko

Thomas O. Johnston, Esq.

Michael Tomasiello

Elizabeth E. Manzo, Esq.

Edwards Wells

William H. Jones, III

Michael Ricca

