

Amendment No. 6
to the

**IBEW Local 347 Electrical Workers Health and Welfare Fund
Combination Plan Document and Summary Plan Description**

WHEREAS, Section 13.10 of the IBEW Local 347 Electrical Workers Health and Welfare Fund Combination Plan Document and Summary Plan Description ("Plan"), restated effective September 1, 2012 provides that the Board of Trustees has complete power and discretion to amend the Plan, in whole or in part, at any time;

WHEREAS, it is the desire of the Board of Trustees to amend the provisions of the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Plan shall be amended as follows:

TIPS TO BE A SMART HEALTH CARE CONSUMER

Effective January 1, 2017, the TIPS TO BE A SMART HEALTH CARE CONSUMER shall be amended at the Section, "Top Ten Ways to Save" by deleting number one in its entirety and inserting in its place the following number one:

1. Utilize providers in the UnitedHealthcare (UHC Choice Plus) network whenever possible.

PREFERRED PROVIDER ORGANIZATION (PPO)

Effective January 1, 2017, the PREFERRED PROVIDER ORGANIZATION (PPO) shall be amended by deleting the Section in its entirety and inserting in its place the following Section:

PREFERRED PROVIDER ORGANIZATION (PPO)

The Fund offers the UnitedHealthcare network of Physicians, Hospitals, Facilities and other health care providers. UnitedHealthcare contracts with these providers to offer medical treatment to Participants and Dependents at reduced rates. This network of providers is called a Preferred Provider Organization (PPO) and the providers in the network are called PPO Providers.

You are not required to use a PPO Provider to receive benefits from the Plan. However, by using a PPO Provider, you benefit from these important advantages:

- You will pay a lower percentage of the Covered Charges for most treatments; and
- You will not have to pay charges that exceed the Prevailing Charge. The Plan specifically excludes payment for any part of a charge for treatment that exceeds Prevailing Charges. When you receive treatment from a PPO Provider, you will not be billed for more than the total Prevailing Charge. If you do not use a PPO Provider, that provider could bill for more than the total Prevailing Charge.

**The Fund's Preferred Provider
Organization (PPO) is
UnitedHealthcare.**

**For up-to-date provider information,
visit UnitedHealthcare's website at
<http://welcometouhc.com/uhss>, click
on "Find a Doctor/Hospital", and
choose UnitedHealthcare Choice Plus.**

It is always a good idea to verify if your provider is in the PPO network before receiving treatment. Visit UHC's website at <http://welcometouhc.com/uhss> for the most up-to-date provider information. Once there, click on Find a Doctor/Hospital and then choose UnitedHealthcare Choice Plus. You can also call the Fund Office at (844) 347-4239. PPO Provider directories are available free of charge.

No matter how you access a directory, it is recommended that you (1) verify your provider's participation in the network before seeking treatment and (2) confirm PPO network participation with your provider when making an appointment.

ARTICLE I – ELIGIBILITY

Effective December 7, 2016, Article I shall be clarified at Section 1.04 by deleting subsection (d)(5) and inserting in its place the following subsection (d)(5):

- (5) The Employee may elect to use the contributions in his Dollar Bank to pay the continuation coverage premium that is described in Section 1.04(d)(6) below. If the Employee does not use the contributions his Dollar Bank to pay the continuation coverage premium and the Employee meets all of the following requirements, the Employee's eligibility and Dollar Bank shall be "frozen" from the date the Employee's service in the Uniformed Services begins until the date the Employee returns to Covered Employment or signs the out-of-work list with the Union (as applicable):
 - i. The Employee was covered by the Plan (i.e. he was a Covered Employee) immediately prior to the date that he entered the Uniformed Services;
 - ii. The Employee was absent from Covered Employment as a result of his service in the Uniformed Services;
 - iii. The Employee provided the advance notice described in Section 1.04(d)(2) above;
 - iv. The Employee's cumulative absence from Covered Employment as a result of his service in the Uniformed Services has not exceeded five years, subject to certain exceptions specified by Federal Law and/or the Plan's USERRA Policy;
 - v. The Employee's service in the Uniformed Service was not terminated for dishonorable or other undesirable conduct; and
 - vi. The Employee returned to work or signed the out-of-work list with the Union within the timeframe described in Section 1.04(d)(4) above.

Effective December 7, 2016, Article I shall be amended at Section 1.04 by deleting subsection (d)(6) and inserting in its place the following subsection (d)(6):

- (6) The Employee shall be offered continuation of coverage under this Plan for up to 24 months from the date the Employee's coverage from the Plan is terminated in accordance with Section 1.13(a)(4) or 1.13(b)(2) as applicable, pursuant to the same rules governing COBRA continuation coverage, as set forth in Section 1.24. An Employee that elects continuation coverage is generally required to pay a premium for that coverage. However, if the Employee's period of service is less than 31 days, no continuation coverage premium shall be required. In addition, no continuation coverage premium shall be required with respect to Dependents of a member of the military reserves for the period beginning the date of the Employee's absence for active duty service in the reserves until the date on which the Employee's Dependents are eligible for dependent health care coverage through the military. USERRA continuation coverage shall terminate as of 12:01 a.m. on the earliest of the following days:
 - i. The first day of the calendar month following the calendar month that the Employee has received USERRA continuation coverage for 24 consecutive months;
 - ii. The first day of the calendar month following the Employee's death;
 - iii. The day the Employee's eligibility and coverage are reinstated (i.e. the day the Employee becomes a Covered Employee again) in accordance with the terms of the Plan's USERRA Policy;

- iv. The first day of the calendar month following the last day that the Employee may return to work or sign the out-of-work list with the Union in accordance with Section 1.04(d)(4) above; or
- v. The first day of the calendar month in which the Employee does not pay the premium for USERRA continuation coverage in accordance with the Plan's USERRA Policy.

Effective January 1, 2017, Article I shall be amended at Section 1.12 by deleting the Section in its entirety and inserting in its place the following Section 1.12:

Section 1.12 – Retiree's Return to Work for an Employer

As indicated in Section 15.42, an individual does not meet the Plan's definition of Retiree if he engages in either of the following types of employment for 120 hours or more during a consecutive three month period after the effective date of his Retiree coverage unless his Retiree eligibility and coverage are subsequently reinstated in accordance with Section 1.16:

- Covered Employment; or
- employment or self-employment in a non-bargaining position for an Employer.

For purposes of Section 15.42 as well as this Section 1.12, an individual is considered to have performed work for 120 hours or more during any consecutive three-month period on the first day of the third month after he has completed the 120 hours. This means that if you are a Retiree and you return to Covered Employment or employment or self-employment in a non-bargaining position for an Employer, you will no longer be considered a Retiree on the first day of the third month after you have worked 120 hours in a consecutive three-month period.

If an individual no longer meets the definition of Retiree, his eligibility and coverage under the Plan as a Retiree will be terminated in accordance with Section 1.13(b)(3). If a Retiree's eligibility and coverage are terminated in accordance with Section 1.13(b)(3), the individual will not be permitted to receive coverage from the Plan as a Retiree for the period of time specified in (a) or (b) below (as applicable).

(a) General Rule

Except as provided in Section 1.12(b), if a Retiree's eligibility and coverage are terminated in accordance with Section 1.13(b), the Retiree will not be permitted to receive coverage from this Plan as a Retiree for 12 consecutive months from the date his Retiree eligibility and coverage were terminated (i.e. he cannot receive coverage from this Plan as a Retiree for a 12 month period that starts the first day of the third month after he completed 120 hours). The individual may be permitted to receive coverage under the Plan as a Covered Employee during these 12 months if his eligibility and coverage as a Covered Employee are reinstated in accordance with Section 1.15(b).

The following chart illustrates how this works. The years 2012 and 2013 listed in the chart are solely for the purpose of illustrating how the return to work for an Employer works. The years do not mean that these are the only years that these rules are in place (i.e., this does not mean these rules were not in effect in 2011 or that they will not be in effect in 2014).

| If you return to Covered Employment or employment or self-employment in a non-bargaining position for an Employer for 120 hours or more within 3 consecutive months and the month you completed the 120 hours is... | You will no longer meet the definition of Retiree and your eligibility and coverage as a Retiree will terminate on... | If the 120 hours you worked were in Covered Employment you will become an Eligible Employee in accordance with Section 1.15(b) on... (once you become an Eligible Employee you may also become a Covered Employee if you pay the Monthly Premium in accordance with Section 1.15(b)) | The earliest you will be permitted to have your eligibility and coverage as a Retiree reinstated in accordance with Section 1.16 is... |
|---|---|--|--|
| January 2012 | April 1, 2012 | April 1, 2012 | April 1, 2013 |
| February 2012 | May 1, 2012 | May 1, 2012 | May 1, 2013 |
| March 2012 | June 1, 2012 | June 1, 2012 | June 1, 2013 |
| April 2012 | July 1, 2012 | July 1, 2012 | July 1, 2013 |
| May 2012 | August 1, 2012 | August 1, 2012 | August 1, 2013 |
| June 2012 | September 1, 2012 | September 1, 2012 | September 1, 2013 |
| July 2012 | October 1, 2012 | October 1, 2012 | October 1, 2013 |
| August 2012 | November 1, 2012 | November 1, 2012 | November 1, 2013 |
| September 2012 | December 1, 2012 | December 1, 2012 | December 1, 2013 |
| October 2012 | January 1, 2013 | January 1, 2013 | January 1, 2014 |
| November 2012 | February 1, 2013 | February 1, 2013 | February 1, 2014 |
| December 2012 | March 1, 2013 | March 1, 2013 | March 1, 2014 |

(b) Special Rule for Retirees who Return to Covered Employment Between January 1, 2015 and September 30, 2017

If a Retiree meets all of the following requirements, he will not be subject to the rule in Section 1.12(a) above which prohibits a Retiree from receiving coverage from this Plan as a Retiree for 12 consecutive months from the date that his Retire eligibility and coverage were terminated:

- He returned to Covered Employment between January 1, 2015 and September 30, 2017;
- His eligibility and coverage were terminated in accordance with Section 1.13(b) between January 1, 2015 and December 31, 2017; and
- After the occurrence of the events in both of the bullet points above, he completely ceased working in Covered Employment between January 1, 2015 and December 31, 2017.

This means that if a Retiree meets all of the requirements above, he may receive coverage from the Plan as a Retiree on the first day of the month after he has fulfilled all of the requirements of Section 1.06 or Section 1.07, as applicable.

Effective December 7, 2016, Article I shall be amended at Section 1.13 by deleting the Section in its entirety and inserting in its place the following Section 1.13:

Section 1.13 – Termination of Eligibility and Coverage for Employees and Retirees

The Plan is intended to exist and provide benefits to Participants indefinitely. However, under certain circumstances coverage may terminate for certain individuals, for all Participants, or for any group of

Participants. If the Trustees find it appropriate to terminate the Plan, then all Participants will lose coverage under the Plan. The Trustees reserve the right to amend the Plan at any time, and these amendments may eliminate certain benefits for all Participants or terminate all benefits for certain Participants such as Retirees.

In addition, an Employee's or Retiree's eligibility and coverage under the Plan will terminate in accordance with Section 1.13(a) or Section 1.13(b) as applicable.

(a) Termination of Eligibility and Coverage for Employees

An Employee's eligibility and coverage as a Covered Employee will terminate (i.e. he will no longer be an Eligible Employee or a Covered Employee) as of 12:01 a.m. on the earliest of the following days:

- (1) The first day of the calendar month in which he does not have enough contributions in his Dollar Bank to pay the Monthly Premium and he does not self-pay the difference between the amount of contributions in his Dollar Bank and the Monthly Premium in accordance with Section 1.03;
- (2) The first day of the calendar month following the month that he has received coverage in accordance with the Complete Self-Pay provisions of Section 1.03(b)(2) for 12 consecutive months;
- (3) The effective date of his Retiree coverage under the Plan;
- (4) The first day of the calendar month following the month that he entered the Uniformed Services so long as he is still in the Uniformed Services on the last day of that month (e.g. if the Employee entered the Uniformed Services on June 7, 2017, the Employee's eligibility and coverage from the Plan would terminate on July 1, 2017 so long as the Employee is still in the Uniformed Services on June 30, 2017); ;
- (5) If the Employee becomes employed in the electrical industry by an employer having no obligation to contribution to this Plan, the first day of the calendar month following the month that the work for the non-contributing employer was first performed;
- (6) The date his Dollar Bank and/or HRA Account is frozen in accordance with Section 1.14(a)(2) and/or Section 17.03(a)(2); or
- (7) The first day of the calendar month following his death.

If an Employee's eligibility and coverage are terminated in accordance with this Section 1.13(a), the Employee will only regain eligibility and coverage as a Covered Employee if his eligibility and coverage are reinstated in accordance with Section 1.15(a) (other than under any continuation rules required by applicable law).

(b) Termination of Eligibility and Coverage for Retirees

A Retiree's eligibility and coverage under the Plan will terminate as of 12:01 a.m. on the earliest of the following days:

- (1) The first day of the calendar month in which he does not have enough contributions in his Dollar Bank to pay the Retiree Premium and he does not self-pay the difference between the amount of contributions in his Dollar Bank and the Retiree Premium in accordance with Section 1.09;

- (2) The first day of the calendar month following the month that he entered the Uniformed Services so long as he is still in the Uniformed Services on the last day of that month (e.g. if the Retiree entered the Uniformed Services on June 7, 2017, the Retiree's eligibility and coverage from the Plan would terminate on July 1, 2017 so long as the Retiree is still in the Uniformed Services on June 30, 2017);
- (3) The first day of the calendar month that he no longer meets the definition of Retiree;
- (4) If the Retiree becomes employed in the electrical industry by an employer having no obligation to contribute to this Plan, the first day of the calendar month following the month during which the work for the non-contributing employer was first performed;
- (5) The first day of the calendar month following his death; or
- (6) If the Retiree has not yet attained age 55 and he is receiving coverage due to a Total and Permanent Disability in accordance with Section 1.07, the first day of the second calendar month after he no longer meets at least one of the criteria required to be considered Totally and Permanently Disabled in accordance with Section 1.07.

If a Retiree's eligibility and coverage are terminated in accordance with this Section 1.13(b), he may only regain coverage as a Retiree if his eligibility and coverage are reinstated in accordance with Section 1.16 (other than under any continuation rules required by applicable law).

ARTICLE XIII – MISCELLANEOUS PROVISIONS

Effective October 17, 2016, Article XIII shall be amended at Section 13.08 by deleting the Section in its entirety and inserting in its place the following Section 13.08:

Section 13.08 – Names, Titles and Addresses of the Trustees

| Union Trustees | Employer Trustees |
|---|--|
| Mr. Patrick H. Wells IBEW Local 347 850 18 th Street Des Moines, IA 50314 | Ms. Angela S. Bowersox Iowa Chapter, NECA 8191 Birchwood Court, Suite G West Des Moines, IA 50266 |
| Mr. Matt DeAngelo 7401 S.W. 16 th Street Des Moines, IA 50314 | Mr. John Irving Baker Electric 111 SW Jackson Street Des Moines, IA 50315 |
| Mr. Doug Wolf 4550 Highway 14 North Newton, IA 50208 | Mr. Jim Davis The Waldinger Corporation 2601 Bell Avenue Des Moines, IA 50321 |
| Mr. Matthew Warner 105 Cedar Avenue PO Box 252 Woodward, IA 50276 | Mr. Lee Cochran ABC Electrical Services, LLC 5299 NE 15 th Street Des Moines, IA 50313 |

The Board of Trustees may be contacted at the following Fund Office address and phone number:

CompuSys of Utah, Inc.
IBEW Local 347 Electrical Workers Health and Welfare Fund Office
PO Box 26068
Salt Lake City, UT 84126-0068
Toll Free: (844) 347-IBEW (4239)

Effective December 7, 2016, Article XIII shall be amended at Section 13.08 by deleting the Section in its entirety and inserting in its place the following Section 13.08:

Section 13.08 – Names, Titles and Addresses of the Trustees

| Union Trustees | Employer Trustees |
|---|--|
| Mr. Patrick H. Wells IBEW Local 347 850 18 th Street Des Moines, IA 50314 | Ms. Angela S. Bowersox Iowa Chapter, NECA 8191 Birchwood Court, Suite G West Des Moines, IA 50266 |
| Mr. Matt DeAngelo 7401 S.W. 16 th Street Des Moines, IA 50314 | Mr. John Irving Baker Electric 111 SW Jackson Street Des Moines, IA 50315 |
| Mr. Doug Wolf 4550 Highway 14 North Newton, IA 50208 | Mr. Jim Davis The Waldinger Corporation 2601 Bell Avenue Des Moines, IA 50321 |
| Mr. Matthew Warner 105 Cedar Avenue PO Box 252 Woodward, IA 50276 | Mr. Lee Cochran ABC Electrical Services, LLC 5299 NE 15 th Street Des Moines, IA 50313 |
| Mr. Mark Dunagan (Alternate) 621 17 th Street West Des Moines IA 50265 | |

The Board of Trustees may be contacted at the following Fund Office address and phone number:

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IBEW Local 347 Electrical Workers Health and Welfare Fund Office
PO Box 26068
Salt Lake City, UT 84126-0068
Toll Free: (844) 347-IBEW (4239)

IN WITNESS WHEREOF, we have hereunto affixed our signatures and approved this Amendment this 20 day of September, 2017.

UNION TRUSTEE


Chairman

EMPLOYER TRUSTEE


Secretary