

LAKE COUNTY N.E.C.A., I.B.E.W HEALTH & BENEFIT FUND

Plan P Summary Plan Description

IMPORTANT

This 2008 Summary Plan Description (SPD) is being made available electronically for the convenience of Plan participants. The address and telephone number of Local 697 and the Fund Office, and the names and addresses of the Trustees, have been updated in this electronic document, and are current as of May 2012. No other changes have been made.

Plan changes since January 2008 are described in Summaries of Material Modifications (SMMs) which are also available on this website (and which were previously distributed in paper form to all eligible participants).

You may not rely on this electronic version of the SPD for benefits, eligibility or general Plan information. The paper copies of the SPD along with the SMMs that amend the SPD take precedence over the electronic documents. The actual paper copy of the SPD and the paper copies of the SMMs may be obtained by contacting the Fund Office.

To Participants:

The Trustees are pleased to provide this updated Summary Plan Description (SPD) of the Lake County Indiana N.C.E.A., I.B.E.W. Health and Benefit Fund Plan P. The Plan P was effective on May 28, 2001. The terms of this Plan do not apply to you if you left Covered Employment prior to May 28, 2001, unless specifically provided. The first benefit payment for this Plan P was made in the month of January 2002.

We urge you to read this booklet carefully and to share it with your spouse if you are married. Although this booklet provides essential information about your benefit, it is not a complete description. The Fund Office can answer any questions you or your spouse may have about this Health and Benefit Plan P.

The Board of Trustees and the Fund Office stand ready to assist you. We hope that you and your spouse remain in good health.

Sincerely,

UNION TRUSTEES

Patrick Bailey
Raymond Kasmark
Dennis Showers
James Mola

EMPLOYER TRUSTEES

Thomas Corsiglia
Edward Shikany
William Walton
Rick Anderson

SUMMARY PLAN DESCRIPTION

Table of Contents

	Page
HIGHLIGHTS OF HEALTH AND BENEFIT PLAN P.....	1
PARTICIPATION.....	2
Members who Retired Prior to May 28, 2001.....	2
Active Members who are Participants of the Pension Plan on May 28, 2001.....	2
Active Members who are not Participants of the Pension Plan on May 28, 2001.....	2
Termination of Participation.....	3
Reinstatement of Participation.....	3
PLAN BENEFITS.....	4
Regular Benefit.....	4
Accrual Break.....	5
Early Benefit.....	5
Intermediate Benefit.....	6
Normal Benefit.....	6
Disability Benefit.....	7
SURVIVOR BENEFITS.....	8
Husband-and-Wife Benefit.....	8
Pre-Retirement Surviving Spouse Benefit.....	8
Rules for the Payment of Survivor Benefits.....	9
PLAN P CREDIT.....	10
For the Period before January 1, 2001.....	10
For the Period on or after January 1, 2001.....	10
Rollover Hours for Additional Health and Benefit Plan P Credit.....	10
Health and Benefit Plan P Credit for Non-Work Periods.....	11
BREAKS IN SERVICE.....	12
Grace Periods.....	12
Military Service.....	12
APPLICATION FOR HEALTH AND BENEFIT PLAN BENEFITS.....	13
Application for Benefits.....	13
Effective Date of Benefits.....	13
Application for Survivor Benefits.....	13
Right to Appeal.....	13
RETIREMENT.....	16
Suspension of Benefit.....	16
Recalculated Benefit Amount.....	16
GENERAL PLAN PROVISIONS AND INFORMATION.....	17
Definitions.....	17
Trustee Interpretation, Authority and Right.....	18
Plan Discontinuation or Termination.....	19
Circumstances Which May Result in Claim Denials of Loss of Benefits.....	19
Your Rights under ERISA.....	20
General Information about the Plan.....	21

IMPORTANT TO REMEMBER

Save this booklet. Put it in a safe place.

Tell your family, particularly your spouse, about this booklet and where you keep it filed.

If you lose your copy, you can ask the Fund Office for another one.

Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. The Employer or Union representatives are not authorized to interpret this Plan nor can any such person act as agent of the Trustees.

While the Trustees intend for the Plan to be permanent, they reserve the right, to amend, modify, discontinue and/or terminate all or any part of the Plan whenever, in their sole judgment, conditions so warrant.

HIGHLIGHTS OF HEALTH AND BENEFIT PLAN P

1. Benefits under this Plan may only be used to offset your required self-payments for Class 2 or Class 3 retiree benefits under the Lake County N.E.C.A., I.B.E.W. Health and Benefit Plan.
2. The Health and Benefit Plan P provides several types of monthly benefits for qualified Employees who retire from Covered Employment. They are a Regular, Early, Disability, Immediate and Normal Benefits. The eligibility requirements for these benefits are explained beginning on page 4.
3. The monthly benefit amount is related to your age and the number of Health and Benefit Plan P Credits you've earned at the time of your retirement. Beginning on page 5 are examples of how the benefits are calculated. Health and Benefit Plan P began to make benefit payments on January 1, 2002.
4. Once you retire, benefits will be paid for your life if you remain covered under the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan for Class 2 or Class 3 retirees and do not return to work.
5. If you die, the benefit may continue to your surviving spouse. This protection is called the Husband-and-Wife Benefit and is described on page 8.
6. In certain instances survivor benefits are payable to your spouse if you die before you retire. This protection is called the Pre-Retirement Surviving Spouse Benefit and is described on page 8.
7. The Health and Benefit Plan P benefit is in addition to any benefit you may receive under the Pension Plan or the Social Security Act.
8. If your (or your spouse's) application for benefits is denied, you may appeal the Trustees' decision. The Plan's appeal procedure is provided on page 13.

PARTICIPATION

Once you become a participant, you will begin to accrue Health and Benefit Plan P Credits. Health and Benefit Plan P Credits are used to offset the self-payment for Class 2 or Class 3 retiree benefits required under the Lake County Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

MEMBERS WHO RETIRED PRIOR TO MAY 28, 2001

If you are receiving a pension for the Local 697, N.E.C.A., I.B.E.W. and you were continuing as a Class 2 retiree under the Lake County, Indiana, N.E.C.A., I.B.E.W. Health and Benefit Plan, your benefits under this Plan P were calculated to offset your self-payment for retiree benefits. This offset began on January 1, 2002.

ACTIVE MEMBERS WHO ARE PARTICIPANTS OF THE PENSION PLAN ON MAY 28, 2001

You are considered a participant in this Health and Benefit Plan P if you were a participant in the Local 697, N.E.C.A., I.B.E.W. Pension Plan on May 28, 2001.

ACTIVE MEMBERS WHO ARE NOT PARTICIPANTS OF THE PENSION PLAN ON MAY 28, 2001

You will become a participant for this Health and Benefit Plan P if you completed at least 1,000 hours of Service in Covered Employment during a 12-consecutive-month period, beginning on or after January 1, 2000. The required hours may also be completed with any hours of Service you have in other employment with an employer if that other employment is continuous with your Covered Employment with that Contributing Employer. If you do not meet the participation requirements during your initial 12-month eligibility computation period, your next eligibility computation period begins on the January 1st that occurs during that initial 12-month eligibility computation period.

Example 1:

Bill retired on June 1, 2000. He is receiving a pension for the Local 697, N.E.C.A., I.B.E.W. He was also continuing as a Class 2 retiree under the Lake County, Indiana, N.E.C.A., I.B.E.W. Health and Benefit Plan. Bill became a participant in the Health and Benefit Plan P on May 28, 2001. His first benefit payment was for the month of January 2002.

Example 2:

Tom started working in Covered Employment on May 15, 1999. He is a participant of the Local 697, N.E.C.A., I.B.E.W. Pension Plan. Tom became a participant in the Health and Benefit Plan P on May 28, 2001.

Example 3:

Jack started working in Covered Employment on June 1, 2007. He did not complete 1,000 hours of Service in Covered Employment as of June 1, 2008. Since he did not meet the participation requirements during his initial 12-month eligibility computation period, his next eligibility computation period begins on the January 1, 2008 and runs through January 1, 2009. If Jack completes 1,000 hours of Service in Covered Employment as of January 1, 2009, he will become a participant in the Health and Benefit Plan P on January 1, 2009.

Example 4:

Ron started working in Covered Employment on January 1, 2008. Ron will become a participant in the Health and Benefit Plan P on the date he completes at least 1,000 hours of Service in Covered Employment in a 12-consecutive-month period coincident with a Calendar Year.

TERMINATION OF PARTICIPATION

Your participation under this Plan will end on December 31st that you fail to complete at least 400 hours of Service in Covered Employment or continuous non-Covered Employment in a Calendar Year. This is called a one-year break and is further described on page 12.

REINSTATEMENT OF PARTICIPATION

If you lose your status as a participant, you may again become a participant by completing either 1,000 hours of Service during a 12-consecutive-month period or 400 hours of work in Covered Employment during a Calendar Year for which contributions are made to the Fund. You will be reinstated to participation status retroactive to the first day you return to work.

However, it is important to note that the monthly benefit rate for participants who left Covered Employment before January 1, 2001 and did not reestablish participation before January 1, 2002 will be \$0 for all accrued Health and Benefit Plan P Credits earned before January 1, 2001.

PLAN BENEFITS

The purpose of the benefits accrued under this Plan is to offset the required self-payment under the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan for Class 2 or Class 3 retiree health benefits. All benefits are made in the form of a credit for retiree coverage. No direct payment will be paid to you or your spouse. **No benefits will be paid if you do not qualify for the retiree coverage or if you do not elect retiree coverage.**

In general, you will be eligible for the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan for Class 2 or Class 3 retiree health benefits if:

1. you are receiving a pension from the Local 697, N.E.C.A., I.B.E.W. Pension Plan;
2. you are covered for benefits under the active plan or COBRA benefits on the day before your pension becomes effective;
3. contributions were made on your behalf for the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan for at least 40 months during the past 180 months. Months that you made self-payments for the active plan or COBRA count towards the 40 months; and
4. you make the required self-payment on a timely basis.

If you are married to a Qualified Spouse when you retire, your Health and Benefit Plan P benefit will be paid in the form of a Husband-and-Wife Benefit. See page 8 for further information.

REGULAR BENEFIT

You will receive a Regular Benefit if:

1. you are age 62 or older; and
2. you have earned 20 Health and Benefit Plan P Credits; and
3. you are/will be covered for retiree coverage under Class 2 or Class 3 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

If you were covered under Class 3 coverage on May 28, 2001, you were not eligible for benefits.

The amount of your Regular Benefit is calculated by multiplying the number of Health and Benefit Plan P Credits you have by the appropriate monthly benefit rate. The monthly benefit rate is different for each class of retiree coverage. The benefits available under Class 2 or Class 3 are determined under the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

If the calculation of any benefit amount due under the Plan results in an amount which is not an exact multiple of fifty cents (\$.50), the amount so calculated will be rounded by raising it to the next higher multiple of fifty cents (\$.50). This rounded amount will be the amount payable.

The following chart shows the current monthly benefit rate:

MONTHLY BENEFIT RATE - Effective January 1, 2002	
Class 2 -Self-Payment	Class 3 - Self-Payment
\$30.00	\$10.00

The monthly benefit rate is \$0 for periods before January 1, 2001 if you left Covered Employment before January 1, 2001 and did not reestablish participation before January 1, 2002.

Example 5:

Joe retired on a Regular Benefit effective June 1, 2008 at age 62 with 22 pension credits. He is paying for Class 2 coverage under the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan. His monthly retiree self-payment for Class 2 coverage is offset by his Health and Benefit Plan P benefit of \$660 (22 X \$30).

When Joe reaches age 65, he will switch to Class 3 coverage. His monthly retiree self-payment for Class 3 coverage will be offset by his Health and Benefit Plan P benefit of \$220 (22 X \$10).

Example 6:

Dan retired on a Regular Benefit effective June 1, 1995 at age 62 with 22 pension credits. He is self-paying for Class 3 coverage under the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan. He is not entitled to a benefit from the Health and Benefit Plan P Fund.

ACCRUAL BREAK

The monthly benefit rate may be periodically changed. You will incur an accrual break if you fail to earn a total of 3/10th of a Health and Benefit Plan P Credit during a 3 consecutive Calendar Year period. The Health and Benefit Plan P Credit you earned before the accrual break will be frozen at the rate in effect at the beginning of the 3-year period that determined your accrual break. Subsequent Health and Benefit Plan P Credit will be determined by the monthly benefit rate in effect when you retire or incur another accrual break. Your Health and Benefit Plan P benefit will be the sum of all Health and Benefit Plan P Credits multiplied by the applicable monthly benefit rates.

EARLY BENEFIT

You will receive an Early Benefit if:

1. you are at least age 55 but less than age 62; and
2. you have earned 20 Health and Benefit Plan P Credits; and
3. you are/will be covered for the retiree coverage under Class 2 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

The amount of your Early Benefit is first calculated on the same basis as the Regular Benefit. The benefit amount is then reduced by one-twelfth of one percent (1/12%) for each month you are younger than age 62.

Example 7:

Mike retired on March 1, 2008 at age 55. He had 20.5 pension credits as of January 1, 2007. He worked over 1,600 Hours in 2007 for one full Health and Benefit Plan P Credit and 300 hours in 2008 for 3/10 of a Health and Benefit Plan P Credit. Therefore, he has 21.8 Health and Benefit Plan P Credits (20.5+1+.3). Effective March 1, 2008, his monthly retiree self-payment for Class 2 coverage is offset by his Health and Benefit Plan P benefit of \$608.22, rounded to \$608.50 (21.8 X \$30= \$654 reduced by 7% or \$45.78).

When Mike reaches age 65, he will switch to Class 3 coverage. His monthly retiree self-payment for Class 3 coverage will be offset by his Health and Benefit Plan P benefit of \$202.74, rounded to \$203 (21.8 X \$10=\$218).

INTERMEDIATE BENEFIT

You will receive an Intermediate Benefit if:

1. you are age 62 or older; and
2. you have earned 10 years of Service; and
3. you are/will be covered for retiree coverage under Class 2 or Class 3 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

The amount of your Intermediate Benefit is calculated on the same basis as the Regular Benefit. However, rollover hours as described on page 10 will not be credited toward the Intermediate Benefit.

NORMAL BENEFIT

You will receive a Normal Benefit if:

1. you have attained Normal Retirement Age; and
2. you are/will be covered for retiree coverage under Class 3 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

Normal Retirement Age is defined as your 65th birthday or, if later, your age on the fifth anniversary of your participation in the Plan. Participation before a permanent break in service does not count.

The amount of your Normal Benefit is calculated on the same basis as the Regular Benefit. However, rollover hours as described on page 10 will not be credited toward the Normal Benefit.

DISABILITY BENEFIT

You will receive a Disability Benefit if:

1. you are totally disabled as defined below; and
2. you have earned at least 1 Health and Benefit Plan P Credit in the 3 consecutive Calendar Years immediately preceding your retirement with a Disability Pension from the Local 697, I.B.E.W., Electrical Industry Pension Fund; and
3. you have at least 20 Health and Benefit Plan P Credits or at least 10 years of Service.

The amount of your Disability Benefit is calculated on the same basis as the Regular Benefit if you are age 62 or older when your disability occurs. If you are younger than age 62 when your disability occurs, the amount of your Disability Benefit is calculated on the same basis as the Early Benefit. If you are younger than age 55 when your disability occurs, the Disability Benefit amount is calculated as though you had attained age 55 at retirement. However, your Disability Benefit will be calculated on the same basis as the Regular Benefit if you have 20 or more Health and Benefit Plan P Credits when you become disabled.

The Board of Trustees, in their sole and absolute judgment, will determine whether you are totally and permanently disabled. The Trustees' decision will be based on submitted proof of disability. Such proof must be in the form of a signed statement provided by a physician or physicians approved by the Trustees. The Trustees may also require that you have medical examinations periodically following your retirement on a Disability Pension.

In place of a medical examination, the Trustees, at their discretion, will accept as proof of disability a written verification from the Social Security Administration that you are entitled to a Social Security Disability award. The Disability Benefit will become effective no earlier than the sixth month after your disability began.

The Disability Benefit will be paid as a Husband-and-Wife Benefit for married participants. The Disability Benefit will be payable for life as long as the Employee remains totally and permanently disabled and covered for retiree coverage under Class 2 or Class 3 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

Example 8:

Paul became totally and permanently disabled on June 15, 2008 after earning 25 Health and Benefit Plan P Credits. He was born on June 2, 1955 and is not married. The Social Security Administration has determined that Paul is entitled to a Social Security Disability award. Since his disability began on June 15, 2008, his Disability Benefit will be effective January 1, 2009. He will continue retiree coverage under Class 2 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan. His monthly retiree self-payment for Class 2 coverage will be offset by his Health and Benefit Plan P benefit of \$750 (25 X \$30). Although Paul was only 53 when his Disability Benefit began, it is not reduced because he has more than 20 Health and Benefit Plan P Credits.

When Paul reaches age 65, he will switch to Class 3 coverage. His monthly retiree self-payment for Class 3 coverage will be offset by his Health and Benefit Plan P benefit of \$250 (25 X \$10).

If Paul was married, his benefit would be payable as a Husband-and-Wife Benefit as shown on page 8.

SURVIVOR BENEFITS

HUSBAND-AND-WIFE BENEFIT

If you are married when you retire and receive a Regular, Early, Intermediate, Normal or Disability Benefit your Health and Benefit Plan P benefit is automatically paid in the form of a Husband-and-Wife Benefit. Your spouse will be considered a Qualified Spouse if you and your spouse were married for at least a year on the date of your death.

Upon your death, your surviving Qualified Spouse will receive the benefit you would have been entitled to as long as your spouse is making retiree self-payments for Class 2 or Class 3 coverage as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

Example 9:

Joe, from Example 5 on page 5, was married to a Qualified Spouse when he retired on June 1, 2008 and died on January 3, 2009. His Class 2 coverage was offset by his Health and Benefit Plan P benefit of \$660 (22 X \$30). His Qualified Spouse's Class 2 coverage will continue to be offset by \$660 until Joe would have reached age 65. Joe's Qualified Spouse's monthly retiree self-payment for Class 3 coverage will be offset by the Health and Benefit Plan P benefit of \$220 (22 X \$10) once Joe would have reached age 65.

PRE-RETIREMENT SURVIVING SPOUSE BENEFIT

Your surviving Qualified Spouse will be eligible for a Pre-retirement Surviving Spouse Benefit if:

1. you die after May 28, 2001 and before your Health and Benefit Plan P benefits begin;
2. you have the Health and Benefit Plan P Credits or hours of Service required for any type of benefit; and
3. you spouse is/will be covered for retiree coverage under Class 2 or Class 3 as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

The amount will be determined as if you left Covered Employment under the Plan on the earlier of the date you last worked in Covered Employment or the date of your death. If you are age 55 or over at the time of your death, the benefit will be calculated as if you retired the day before your death. If you are under age 55 at the time of your death, the benefit will be calculated as if you were age 55.

If you died with at least 20 Health and Benefit Plan P Credits the benefit to your Qualified Spouse will be calculated as an Early Benefit as described on page 5. If you died with at least 10 but less than 20 Health and Benefit Plan P Credits, the amount to your Qualified Spouse will be reduced by $\frac{1}{4}$ % of 1 percent (.25%) for each month you are younger than age 62.

Your qualified surviving spouse will receive the appropriate benefit as long as your spouse is making retiree self-payments for Class 2 or Class 3 coverage as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.

Example 10:

Suppose Mike from Example 7 on page 6 died instead of retiring on March 1, 2008 at age 55. His Qualified Spouse's retiree self-payment for Class 2 coverage will be offset by the Health and Benefit Plan P benefit of \$608.22, rounded to \$608.50 ($21.8 \times \$30 = \654 reduced by 7% or \$45.78) until Mike would have reached age 65.

When Mike would have reached age 65, his Qualified Spouse's monthly retiree self-payment for Class 3 coverage will be offset by the Health and Benefit Plan P benefit of \$202.74, rounded to \$203 ($21.8 \times \$10 = \218).

RULES FOR THE PAYMENT OF SURVIVOR BENEFITS

Rules for payment of the Husband-and-Wife or Pre-Retirement Survivor Benefit are as follows:

1. The spouse must be a "Qualified Spouse." To be considered a Qualified Spouse the spouse must have been legally married to the Employee on the date his Health and Benefit Plan P benefits began and for at least a year before the Employee's death. If the Employee died before his benefit began, the surviving spouse will be considered a Qualified Spouse if she and the Employee were married at least one year prior to the Employee's death.
2. Payments are made to a qualified surviving spouse as long as she is enrolled in Class 2 or Class 3 coverage as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan.
3. The amount of the benefit is based on the age of the Employee. The spouse will receive Class 2 benefits if the Employee would have been under age 65, if he were still living. The spouse will receive Class 3 benefits once the Employee would have reached age 65 if he were still living.

PLAN P CREDIT

Health and Benefit Plan P Credit is granted as follows:

FOR THE PERIOD BEFORE JANUARY 1, 2001

The number of Health and Benefit Plan P Credit is equal to the Pension Credits granted under the Local 697, I.B.E.W., Electrical Industry Pension Fund. The decision of the Trustees on the amount of Credits granted before January 1, 2001 is final and binding.

FOR THE PERIOD ON OR AFTER JANUARY 1, 2001

Health and Benefit Plan P Credit is granted based on the following schedule:

Hours of Work in Covered Employment per Calendar Year	Health and Benefit Plan P Credit
Less than 200 Hours	No Credit
200 Hours to 399 Hours	Three-tenths (3/10)
400 Hours to 599 Hours	Four-tenths (4/10)
600 Hours to 799 Hours	Five-tenths (5/10)
800 Hours to 999 Hours	Six-tenths (6/10)
1,000 Hours to 1,199 Hours	Seven-tenths (7/10)
1,200 Hours to 1,399 Hours	Eight-tenths (8/10)
1,400 Hours to 1,599 Hours	Nine-tenths (9/10)
1,600 Hours or More	One Full Credit

You will be credited with a pro-rata portion of a full Plan P Credit in the ratio of the hours you worked in Covered Employment to 2,000 hours, if you complete a year of Service but less than 200 hours of Work in Covered Employment in a Calendar Year on or after December 31, 2000.

ROLLOVER HOURS FOR ADDITIONAL HEALTH AND BENEFIT PLAN P CREDIT

The following rules apply when you have over 1,600 hours of Work in Covered Employment in any Calendar Year beginning on or after January 1, 2001:

1. First, you may add the excess hours to the hours worked to the immediately preceding and/or the immediately succeeding Calendar Year to increase the Plan P Credit you will receive.
2. If any excess hours remain, you may add them to any Plan Calendar Year on or after January 1, 2001 in which you have at least 400 hours of work. This rule 2 does not apply to Intermediate and Normal Benefits under this Health and Benefit Plan P.

It is important to remember that you are only entitled to earn one full Health and Benefit Plan P Credit in any Calendar Year and that each excess hour may only be used in one other year.

HEALTH AND BENEFIT PLAN P CREDIT FOR NON-WORK PERIODS

After December 31, 2000, you will receive Health and Benefit Plan P Credit for periods of absence from Covered Employment during periods of disability when you are receiving:

1. Weekly Accident and Sickness Benefits from the Lake County, Indiana, N.C.E.A., I.B.E.W. Health and Benefit Plan; or
2. Workers' Compensation Benefits.

You will be credited with 40 hours of work to be used towards Health and Benefit Plan P Credit for each week of temporary total disability.

No more than 2 full non-work Health and Benefit Plan P Credits will be allowed for all non-work periods during your lifetime. This includes any Health and Benefit Plan P Credit granted prior to January 1, 2001 based on Pension Credits granted under a similar provision of the Local 697, I.B.E.W., Electrical Industry Pension Fund.

You will not be granted more than one Health and Benefit Plan P Credit in any Calendar Year.

BREAKS IN SERVICE

The purpose of the Health and Benefit Plan P is to provide benefits to Employees who have worked in Covered Employment more or less continuously. You will incur a one-year break in service for any Calendar Year in which you are credited with less than 400 hours of work.

If you are absent from Covered Employment for a long period of time, you may have a permanent break in service. A permanent break in service results in the loss of all Health and Benefit Plan P Credits and years of Service earned before the break. However, you cannot have a permanent break in service if:

1. you are qualified for a Regular, Early or Intermediate Benefit; or
2. you are receiving a Disability Benefit.

You will have a permanent break in service if your consecutive one-year breaks in service equal or exceed the number of years of Service that you have been credited. However, you will not incur a permanent break in service until your consecutive one-year breaks equal at least 5.

It is important to note that an accrual break is not the same as a break in service. An accrual break merely establishes the monthly benefit rate used to determine your Health and Benefit Plan P benefit. See page 5 for more information.

GRACE PERIODS

There is an exception to the break in service rule called a "grace period." A grace period is a period of non-work time which, in accordance with Plan Rules, does not count towards a one-year break or a permanent break. Health and Benefit Plan P Credit or years of Service are not credited for a grace period. An Employee may be awarded a grace period for certain periods of total disability, maternity or paternity leave and employment under contract or full-time employment with the International Union with which the Union is affiliated. In addition, any leave of absence granted by an employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) will not be counted as a break in service for purpose of determining eligibility and vesting.

MILITARY SERVICE

You will earn Health and Benefit Plan P Credits for "qualified military service" after December 21, 2000 for up to a maximum period of 5 years (unless a longer period is required under federal law). You will be credited with hours of Work in Covered Employment based on your average hours for all completed calendar months in the year that you entered the military, up to a maximum of 1,600 per Calendar Year. If you did not complete months in the current year, the hours for all completed calendar months for the preceding year will be used to calculate the average.

You must make yourself available for Covered Employment within 90 days after being discharged from the U.S. Armed Forces and you must provide the Board of Trustees with sufficient proof of your honorable discharge from military service.

APPLICATION FOR HEALTH AND BENEFIT PLAN P BENEFITS

APPLICATION FOR BENEFITS

You should apply for your Health and Benefit Plan P benefits when you apply for your pension and Class 2 or Class 3 coverage as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan. You may request an application by writing, calling or visiting the Fund Office at the address shown at the beginning of this booklet. The application should be completed, signed, dated and returned to the Fund Office. You must send proof of your date of birth with your application. If you are married when you retire, your benefit will be paid in the form of a Husband-and-Wife Benefit. If you are married, you will need to provide proof of your marriage and your spouse's date of birth.

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

EFFECTIVE DATE OF BENEFITS

Benefits are usually effective on the same day as your pension. Your benefits will offset your retiree self-payment for Class 2 or Class 3 coverage as defined by the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Plan. The offset will usually begin on the first day of the month after all conditions for benefits are met, including the filing of an application.

APPLICATION FOR SURVIVOR BENEFITS

As soon as possible after the death of the Employee or retiree, the surviving spouse should contact the Fund Office to find out if benefits are payable and to request instructions about filing an application for survivor benefits.

RIGHT TO APPEAL

Appealing the Denial of a Claim

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

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

Board of Trustees
Lake County, Indiana NECA IBEW Health and Benefit Fund Plan P
7200 Mississippi Street, Suite 300
Merrillville, IN 46410

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

Time Periods for Processing Appeals

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

If special circumstances (such as the need to hold a hearing) require a further extension of time, a determination will be made not later than the third meeting of the Board of Trustees. Before the start of the extension, you will be notified in writing of the extension, and that notice will include a description of the special circumstances and the date as of which the determination will be made.

- Whenever there are "special circumstances" that require that the decision be delayed until the next following meeting, you will be advised in writing of why the extension of time was needed and when the appeal will be decided.
- When the Board of Trustees, in its discretion, determines that it can decide an appeal sooner than the time limits stated above, the Trustees will do so.
- Once the Board of Trustees has decided your appeal, the Plan will send you a written notice of that decision. The notice will be mailed within five days of the Board's decision.

Notification Following Review

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

If the Plan fails to make timely decisions or otherwise fails to comply with the applicable federal regulations, you may go to court to enforce your rights. A claimant may not file suit against the Plan until the claimant has exhausted all these procedures.

You will receive a written decision from the Trustees. The decision will be written in a clear and understandable manner and will include the specific reasons for the decision.

RETIREMENT

In order to receive Health and Benefit Plan P benefits, you must be retired. To be considered retired, you must not work as a building trades craftsman nor engaged in any form of construction business.

SUSPENSION OF BENEFIT

Your Health and Benefit Plan P benefit will be suspended for any month that you work as a building trades craftsman or in construction. You must notify the Board of Trustees within 15 days of such employment. You will be asked to repay any credit toward self-payment you receive for your Class 2 or Class 3 coverage while you are working.

RECALCULATED BENEFIT AMOUNT

If you return to work and earn additional Health and Benefit Plan P Credit, your benefit will be recalculated when you resume retirement.

In addition, if you originally retired and received Health and Benefit Plan P benefits prior to age 65, (Disability Benefit excluded), your recalculated benefit will be actuarially adjusted to take into account the benefit payments received prior to your return to employment.

GENERAL PLAN PROVISIONS AND INFORMATION

DEFINITIONS

The following are general definitions of terms used in explaining the Health and Benefit Plan P benefits.

Calendar Year or Plan Year

A Calendar Year or Plan Year is a period of twelve consecutive months from January 1 through December 31 and serves as the period for which Health and Benefit Plan P Credits, hours of Service and breaks in service are computed and recorded.

Contributing Employer

Employers who, in accordance with collective bargaining agreements or other written agreements, pay contributions to the Health and Benefit Plan P Trust on behalf of their Employees.

Contribution Period

Any time after May 28, 2001, when employers first became obligated by agreements to contribute to the Fund for work in Covered Employment.

Covered Employment

An Employee is considered to be working in Covered Employment if he works in a job that his employer is required by a collective bargaining agreement with the Union to make contributions on his behalf.

For periods before the date contributions to this Health and Benefit Plan P Trust were first required, Covered Employment means work, which if performed during the Contribution Period, would have resulted in contributions being paid to the Fund.

Employee

A person who works for a Contributing Employer and for whom the Contributing Employer makes contributions to the Health and Benefit Plan P Trust.

ERISA

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Service

Each hour for which an Employee is paid or entitled to be paid by a Contributing Employer, including certain hours of vacation, holiday, illness, jury duty, leave of absence and back pay. However, if an Employee works for a Contributing Employer in a job not covered by this Plan, that non-Covered Employment will only be counted as an hour of Service under the Plan if it is continuous with (immediately before or after) employment with that same employer in Covered Employment and it is after July 1, 1976.

Generally, an hour of Service is used to determine participation in the Plan and breaks in service. Hours of service are also counted for Health and Benefit Plan P Credit but only if such hours are in Covered Employment for which contributions are paid to the Health and Benefit Plan P Trust.

Health and Benefit Plan P Credits

The units used to measure an Employee's work in Covered Employment in order to qualify for Plan P benefits and to determine the benefit amount. An Employee may earn Health and Benefit Plan P Credit for his work both before and during the Contribution Period.

Health and Benefit Plan P Credits before the Contribution Period

Health and Benefit Plan P Credits is granted in accordance with the rules for earning (and is equal to) Pension Credits under the Local 697, I.B.E.W., Electrical Industry Pension Fund. The decision of the Trustees of the amount of Health and Benefit Plan P Credits to be granted for service before May 28, 2001 is final and binding.

Health and Benefit Plan P Credits during the Contribution Period

Health and Benefit Plan P Credits during the contribution period are earned by an Employee's hours of work for which contributions are paid to the Health and Benefit Plan P Trust.

Union

The Local No. 697, International Brotherhood of Electrical Workers

TRUSTEE INTERPRETATION, AUTHORITY AND RIGHT

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

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

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

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

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

PLAN DISCONTINUATION OR TERMINATION

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

CIRCUMSTANCES WHICH MAY RESULT IN CLAIM DENIALS OR LOSS OF BENEFITS

1. If a retiree returns to employment prohibited by the Plan, he must inform the Board of Trustees, in writing, within 15 days of his return.
2. A retiree is not eligible to receive a Plan P benefit until the first day of the month following the date on which he files an application for a benefit.
3. Offsets to a self-payment may be suspended or denied for failure to comply promptly or completely with a good faith request from the Administrator for information or for the willful making of a false statement material to a claim.
4. If a retiree receiving a Disability Benefit loses entitlement to his Social Security Disability Benefit or is no longer Totally Disabled as defined by the Plan, he must inform the Board of Trustees, in writing, within 30 days of the date he receives notice from the Social Security Administration or no longer meets the Plan's definition.
5. A retiree receiving a Disability Benefit shall report in writing to the Trustees all and any earnings or income from any employment and the source of this income within fifteen (15) days after any month in which an income was earned.

The preceding list is not an all-inclusive listing of the circumstances which may result in denial or loss of benefits. It is only representative of the types of circumstances, in addition to failure to meet the regular eligibility requirements that might cause denial of a claim for benefits. If you have any questions about a claim denial, contact the Fund Office.

YOUR RIGHTS UNDER ERISA

As a participant in the Lake County, Indiana NECA IBEW Health and Benefit Plan, 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:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator or the office of the Board of Trustees and at other specified locations, all documents under which this Plan is maintained, including insurance contracts, your collective bargaining agreement and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Upon written request to the Plan Administrator, obtain copies of all documents under which this Plan is maintained, including information as to whether a particular employer is a contributing employer and, if so, the employer's address. A reasonable charge may be made for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan 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 or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

You may also find answers to your questions and list of EBSA field offices at the website of the EBSA at www.dol.gov/ebsa.

How to Read or Get Plan Material

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

GENERAL INFORMATION ABOUT THE PLAN

The following information provides important facts about the Plan that you should know.

Name of Plan

This Plan is known as the Lake County, Indiana N.E.C.A., I.B.E.W. Health and Benefit Fund Plan P.

Plan Sponsorship and Administration

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

Board of Trustees
7200 Mississippi Street, Suite 300
Merrillville, IN 46410

UNION TRUSTEES

Patrick Bailey
Raymond Kasmark
Dennis Showers
James Mola

EMPLOYER TRUSTEES

Thomas Corsiglia
Edward Shikany
William B. Walton
Rick Anderson

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

The Trustees are assisted in the administration of the Plan by a salaried Fund Manager, who is an employee of the Fund. The name and address of the Fund Manager, which is also the address of the Fund Office, is:

Mr. David A. Soderquist
Fund Manager
7200 Mississippi Street, Suite 300
Merrillville, IN 46410

The Trustees are also assisted by:

- The Fund Attorney who advises the Trustees about what must be done to assure that all operations of the Fund comply with federal and state laws. The Fund Attorney is: Harold G. Hagberg, Hagberg and Associates, 7654 Harvest Drive, Schererville, IN 46375-3475, telephone: (219) 864-9055.
- The Fund Consultant who assists the Trustees in determining the level of benefits which can be provided from Fund resources and advises the Trustees on other matters important to the Fund's operations. The Fund Consultant is: Blomquist & Company, One Oakbrook Terrace, Suite 812, Oakbrook Terrace, IL 60181-4419.

Service of Legal Process

The Board of Trustees has appointed the Fund Manager, Mr. David A. Soderquist (address listed above), its agent for service of legal process.

Source of Financing/Plan Participation

The benefits described in this booklet are provided through employer contributions. The provisions of the collective bargaining agreements determine the amount of employer contributions and the Employees on whose behalf contributions are made. Members who are entitled to participate in this Plan are described beginning on page 2.

Type of Plan/Accumulation of Assets

The Lake County, Indiana N.E.C.A. I.B.E.W. Health and Benefit Fund Plan P is a health and Benefit benefit plan maintained for the purpose of providing credit towards the required self-payment for retiree benefits. The Board of Trustees holds all assets in trust for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.

Plan/Fund Year

The Plan's financial records are maintained on a twelve-month fiscal year basis, beginning January 1 of each year and ending December 31 of the following year.

Identification Numbers

The number assigned to this Plan by the Board of Trustees pursuant to instruction of the Internal Revenue Service is 502. The number assigned to the Board of Trustees by the Internal Revenue Service is 35-2143298.

Collective Bargaining Agreements

This Plan is maintained pursuant to collective bargaining agreements between the employers who are members of the Northern Indiana Chapter, National Electrical Contractors Association, Inc. and Local No. 697, International Brotherhood of Electrical Workers.

The Fund Office will provide you, upon written request, information as to whether a Particular employer is contributing to the Plan on behalf of participants working under the collective bargaining agreements.

Calendar Year

The Calendar Year is the period that begins January 1 and ends on December 31 and serves as the period for which Health and Benefit Plan P Credits, and breaks in service are computed and recorded.

Rights and Responsibilities

As someone who is or may be eligible for benefits from this Plan, you are no doubt aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund which is used solely for that purpose. If you have any questions or problems as to benefit payments, you have, as you know, the right to get answers from the Trustees who administer the Plan.

The same basic rights have now been incorporated into the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth in the previous section.