

**AMENDMENT NO. 27 TO THE PLAN DOCUMENT
OF THE
SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST**

The Plan Document of the San Diego Electrical Health & Welfare Trust is hereby amended with respect to Eligibility For Bargaining Employees Under Plan A, Eligibility For Non-Bargaining Employees Under Plan A, and Definitions as follows:

Eligibility For Bargaining Employees Under Plan A

ARTICLE VII., "DIRECT PAYMENTS" is hereby amended by replacing the second paragraph with the following paragraph:

In the event the **Employee** fails to work at least 1 hour for a **Contributing Employer** in the corresponding work month the only means of maintaining coverage for himself and his **Covered Dependents** will be through the use of any Reserve Account hours and/or pursuant to the Rules for Continuation of Coverage Following Termination under COBRA. However, commencing with the first calendar month following the last month for which the **Employee** last worked at least one hour, in the further event the **Employee** completes twelve consecutive calendar months without receiving credit for at least 50 hours of **Covered Employment** the twelve corresponding **Direct Payments** will be recognized as being the first twelve payments under COBRA.

Eligibility For Non-Bargaining Employees Under Plan A

ARTICLE I, "COVERED EMPLOYEES", and ARTICLE V, "TERMINATION", are hereby replaced with the following:

ARTICLE I. COVERED EMPLOYEES

In order to be eligible for benefits under **Plan A**, a **Non-Bargaining Employee** must be specifically named or otherwise provided for in a Participation Agreement signed by a **Contributing Employer** and approved by the **Trustees**. The **Non-Bargaining Employee** must also be a full-time, permanent, salaried Employee who works an average of 30 hours or more a week in the electrical contracting business for said **Contributing Employer** or an affiliated entity as defined below.

Enrollment of any **Non-Bargaining Employee** must be made to the Trust Office by no later than the first day of the month following the date the **Contributing Employer** signs a Collective Bargaining Agreement with the **Union** or the first day of the month following the **Non-Bargaining Employee's** initial date of employment. Failure to do so will result in the requirement that the **Non-Bargaining Employee**, and each of his **Dependents**, be subject to the late enrollment rules under the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**).

Effective January 1, 2016, in order for an **Employer** who is signatory to a collective bargaining agreement with the **Union** to be eligible to contribute toward **Plan A** coverage on any **Non-Bargaining Employee(s)** an office or site location for operating in the electrical construction business must be located within the geographic jurisdiction of IBEW Local 569 or in an adjoining jurisdiction. Continued participation in **Plan A** will also be contingent upon the **Employer** working on at least one electrical contracting job within the jurisdiction of the **Union** during the immediately preceding calendar year and having hiring of at least one **Bargaining Employee** through the **Union** who is not financially connected to the **Employer** for a minimum of 500 hours during the twelve (12) month period commencing with the month of September of the prior calendar year through the month of August of the current calendar year. Further, to be eligible to participate under these Eligibility Rules a **Non-Bargaining Employee's** primary residence must be within this same geographic area and they must work primarily in or through said business location.

Participation in **Plan B Kaiser** will be permitted for only **Non-Bargaining Employees** who have never previously participated in **Plan A**. However, with respect to participation in **Plan A** or **Plan B Kaiser**, the **Non-Bargaining Employee** must satisfy Kaiser's then current requirement with respect to their residence or primary work location being within a Kaiser service area falling within the preceding paragraph outlining the geographic area for participation under these Eligibility Rules.

The payment of contributions by a **Contributing Employer** on behalf of particular **Non-Bargaining Employees** does not make any such **Employee**, or his eligible **Dependents**, eligible for benefits unless a written Participation Agreement is signed by the **Contributing Employer**, approved by the **Trustees**, and the **Contributing Employer** assumes all liability under **ERISA** with regard to such **Non-Bargaining Employee(s)** and their eligible **Dependents**.

Effective January 1, 2016 the aforementioned minimum hiring requirement criteria shall become applicable to all current signatory **Employers** who are not an affiliated entity. Further, for any **Employer** who first becomes signatory with the Union, on or after January 1, 2016 that does not employ at least one **Bargaining Employee** as of the date of execution of their collective bargaining agreement the following will apply:

- (a) If the principal(s) of the signatory **Employer** was/were not a **Covered Bargaining Employee** as of the date they became a signatory **Employer**, the remittance of hours toward establishing their coverage under **Plan A** may not commence until the **Employer** has hired a **Bargaining Employee** through the **Union** for a minimum of at least 500 hours. Continued participation in **Plan A** will be contingent upon the **Employer** working on at least one electrical contracting job within the jurisdiction of the **Union** during the immediately preceding calendar year and hiring of at least one **Bargaining Employee** through the **Union** for a minimum of 500 hours as noted in (a) above.

- (b) If the principal(s) of the newly signatory **Employer** was/were eligible in **Plan A** or **Plan B** at the time they became a signatory **Employer**, subject to satisfaction of the above minimum hiring requirement, contributions may be remitted in the required manner to maintain continuous coverage in that Plan under the applicable Eligibility Rules.

ARTICLE V. TERMINATION

Eligibility for **Non-Bargaining Employees**, and their eligible **Dependents**, shall be terminated as set forth below, and without the need for notice, if their **Contributing Employer** fails to timely make payment of all hours and contributions due on behalf of its **Bargaining** and **Non-Bargaining Employees** or if their **Contributing Employer** is no longer signatory to a **Union Agreement**. Further, termination of eligibility for **Non-Bargaining Employees**, and their eligible **Dependents**, may also arise if their **Contributing Employer** fails to remit all amounts owed in the form of liquidated damages and interest applicable to tardy remittances of monthly contributions. All coverage shall be terminated as of the first day of the month following the month for which contributions were not paid in full, as the first day of the month following the deadline for remitting liquidated damages and interest pursuant to the terms of the then current Participation Agreement, or for any month in which the **Contributing Employer** ceased to be signatory.

In the event coverage terminates for any **Non-Bargaining Employee**, and/or his **Covered Dependents**, the only means by which coverage may be maintained will be in accordance with the Rules of Eligibility for Continuation Coverage Following Termination Under COBRA.

Definition of “Contributing Employer” or “Employer”

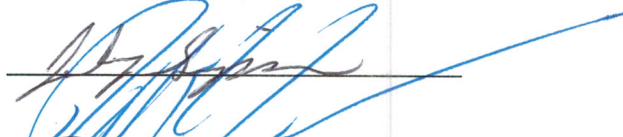
The definition of “**Contributing Employer**” or “**Employer**” is hereby amended by replacing the current language with the following:

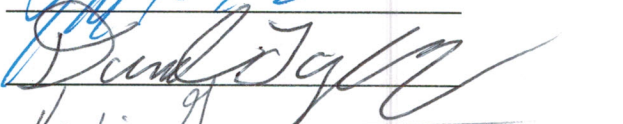
“**Contributing Employer**” or “**Employer**” means any **Contributing Employer** or affiliated entity required or permitted to make contributions to this **Trust**, as well as all Trust Funds remitting contributions pursuant to the Electrical Industry Health and Welfare Reciprocal Agreement and/or any other related party remitting contributions pursuant to the terms of a Participation Agreement with this **Trust**. For the purposes of this provision an “affiliated entity” shall mean IBEW Local 569, the San Diego Chapter of the National Electrical Contractors Association, San Diego Electrical Industry Administrative Corporation, the San Diego Electrical Industry Training Administrative Corporation, or any other similar organization working directly with any of these entities or the **Plan**. Coverage for eligible **Non-Bargaining Employees** working for an affiliated entity may only be pursuant to a Participation Agreement with the **Plan** outlining the rules governing such participation.

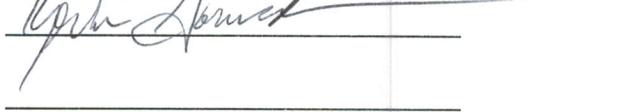
EXCEPT AS HEREIN AMENDED, THE PLAN DOCUMENT OF THE SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS THEREOF, the Board of Trustees has caused this Amendment to the Plan Document to be signed this 19th day of November, 2015 to be effective January 1, 2016.

UNION TRUSTEES:







EMPLOYER TRUSTEES:

