

**AMENDMENT NO. 23 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 "initial coverage" for Newly Organized Employees and Employees of Newly Organized Employers as follows:

ELIGIBILITY FOR BARGAINING EMPLOYEES UNDER PLAN A:

ARTICLE III., " INITIAL ELIGIBILITY", is hereby amended by replacing the "Newly Organized Employers and Employees" with the following:

Newly organized Employers and Employees:

Employers - Bargaining Employees of newly organized **Contributing Employers** who have provided evidence of existing health coverage with such **Employer** as of the date of execution of a Collective Bargaining Agreement with IBEW Local 569, may elect to become covered under this **Plan** effective the first day of the month following termination of the newly signatory **Contributing Employer's** existing group health insurance policy. In addition, newly organized employees who have group health insurance coverage through their prior employer in effect on the date their work in **Covered Employment** commences shall also be eligible for immediate coverage under this **Plan**. To be eligible for such coverage the following requirements must be satisfied:

- (a) **Employees** of newly organized **Contributing Employers**, the **Employee** must have worked at least 125 hours per month for each of the three months prior to the Employer's execution of the Collective Bargaining Agreement; and
- (b) Newly organized employees must present proof of prior group health insurance coverage by their former employer to the Administrative Manager of the Trust.
- (c) Newly organized employees may elect to become covered under this **Plan** as follows: (1) Immediate coverage for the month in which their prior group insurance coverage terminates and they go to work for a **Contributing Employer**; (2) Coverage commences with the first month following the month they first work for a **Contributing Employer**; or (3) Coverage will commence in accordance with the applicable Rules of Eligibility after satisfying the minimum hours requirement for Initial Coverage. Pursuant to the coverage afforded by this provision, the **Covered Employee** and his or her eligible **Dependents** will participate in **Plan A** Trust Medical Benefits (PPO). Following the initial three months of participation in **Plan A**, the **Employee** may be afforded the same initial benefit options available to all newly covered **Participants** provided the **Employee** worked at least 260 hours in their first two months of participation in the **Plan**.
- (d) In the event a **Covered Employee** subject to this provision terminates employment, whether voluntary or involuntary, prior to establishing eligibility in the **Plan** (before the end of the initial three months of participation), all benefits under this **Plan** will immediately terminate. However, if the

Employee immediately signs the out-of-work book at IBEW Local 569 and returns to work for a signatory **Employer**, without having worked at the trade for a non-signatory employer, the **Employee's** initial three month period will be reinstated retroactive to the date of their latest termination from coverage. The **Contributing Employer** and the **Covered Employee** shall be required to provide the Trust Office with immediate written notification of an **Employee's** termination of employment during the initial three month period. In the event of a termination of employment within the initial three months of participation in the **Plan**, the Employee's **Reserve Account Hours** shall also be terminated.

Employees - Bargaining Employees organized by Local 569 who have provided evidence of existing health coverage as of the date they become a member of IBEW Local 569 may elect to become covered under this **Plan** as follows: (1) Immediate coverage for the month in which their prior group insurance coverage terminates and they go to work for a **Contributing Employer**; (2) Coverage commences with the first month following the month they first work for a signatory contractor; or (3) Coverage will commence in accordance with the applicable Rules of Eligibility after satisfying the minimum hours requirement for Initial Coverage. Under no circumstances will any newly organized **Bargaining Employee** be granted more than one opportunity for immediate coverage under these Eligibility Rules.

Each **Bargaining Employee** eligible for the initial three months of immediate coverage will receive a credit to their Reserve Account equal to three months of the then current cost of coverage for Trust Medical Benefits. Upon the Employee satisfying the minimum eligibility requirement under the Rules of Eligibility for **Bargaining Employees Under Plan A** all hours reported each month in excess of the Employee's monthly cost of coverage, which would otherwise accumulate in their Reserve Account, will be applied to offset the initial allocation of Reserve Account hours. Once the advanced Reserve Account hours have been recovered, all excess hours will be retained in the Employee's Reserve Account to be applicable to future coverage.

ELIGIBILITY FOR NON-BARGAINING EMPLOYEES UNDER PLAN A

ARTICLE III, "ELIGIBILITY", is hereby amended by replacing "Newly Organized Employees" with the following:

Newly Organized Employees - Non-Bargaining Employees of newly organized/enrolled or existing **Contributing Employers** subject to this provision, who have provided evidence of existing health coverage as of the date they became employed by a **Contributing Employer** shall also be entitled to immediate coverage under this **Plan** provided all of the requirements set forth in Part A of the amended portion of Article III. above are satisfied. Newly covered **Non-Bargaining Employees** may elect to become covered under this **Plan** as follows: (1) Immediate coverage for the month in which their prior group insurance coverage terminates and they go to work for a **Contributing Employer**; (2) Coverage commences with the first month following the month they first work for a **Contributing Employer**; or (3) Coverage will commence in accordance with the applicable Rules of Eligibility after satisfying the minimum hours requirement for Initial Coverage.


The **Plan** provisions entitled "**Eligibility for Non-Bargaining Employees under Plan A**" do not provide for the accrual of Reserve Account hours. However, any **Non-Bargaining Employee** receiving immediate coverage under this Amendment will have remitted on their behalf by their **Employer** an additional 10 hours per month commencing with their first month of participation as a means of recovering the hours advanced for their period of immediate coverage equal to three months of the then current **Non-Bargaining Employee** cost of coverage for Trust Medical Benefits. Under no circumstances will any newly organized **Non-Bargaining Employee** be granted more than one opportunity for immediate coverage under these Eligibility Rules.

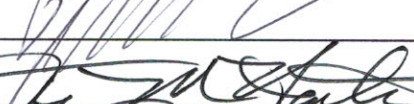
In the event the **Non-Bargaining Employee** terminates participation in the **Plan** before the full amount of advanced **Reserve Account Hours** have been recovered by the **Plan** their **Contributing Employer** will be sent an invoice by the Trust Office in an amount equal to the remaining balance of all advanced **Reserve Account Hours** multiplied by the contribution rate in effect at the time the advanced **Reserve Account Hours** were credited to the **Non-Bargaining Employee**.


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

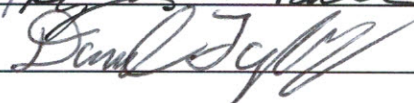
IN WITNESS THEREOF, the Board of Trustees has caused this Amendment to the Plan Document to be signed this 26th day of March, 2015 to be effective immediately.

UNION TRUSTEES:









EMPLOYER TRUSTEES:

