



SUPPLEMENTAL SELF-PAY COVERAGE

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As of January 1, 1983, the Board of Trustees adopted additional Plan provisions which would allow certain persons to continue their Health Coverage after they have exhausted all other Coverage under the Plan. This is entitled "Supplemental Self-Pay Coverage." The conditions are set forth below.

A) Description of Supplemental Self-Pay Coverage.

An individual's Supplemental Self-Pay Coverage shall be the same coverage as provided under the Plan for then current employees and family members of the same class as the Participant and Participant's Eligible Dependents. However, Supplemental Self-Pay Coverage shall not include the Life Insurance Coverage, Accidental Death Coverage, Dismemberment Coverage, Disability Coverage, or Retiree Coverage. It shall not provide any Beneficiary Coverage except as described below.

B) Persons Eligible to Elect Supplemental Self-Pay Eligibility.

The following persons may elect Supplemental Self-pay Coverage.

1) Election by Participant Any participant may elect Supplemental Self-Pay Coverage provided that:

a) The participant was covered under the Plan by virtue of employer contributions being paid on their behalf for a period of not less than five (5) years; as

(i) A Bargaining Unit Participant, or

(ii) A Non-Bargaining Unit Participant whose coverage under the Plan was terminated for a reason other than violation of the Participation Agreement under which the Non-Bargaining Unit Participant was covered; and

b) The Participant has used and exhausted all other coverage available under the Plan, (without any default or any early termination by virtue of Participant's failure to comply with all requirements to continue said coverage, for its maximum duration.) This includes (but is not limited) to Coverage based on current contributions by Employers, Hour bank coverage and having been eligible for, elected and paid for all COBRA Continuation Coverage for the maximum of time permitted under the Plan.

2) ELECTION BY CERTAIN DEPENDANT

If a participant satisfies all of the requirements of subparagraph (1) above except the requirements of paragraphs 1 (b) for the reason that Participant is disabled under the Social Security Act and/or eligible for Medicare benefits, then the Eligible Dependents of that participant may elect Supplemental Self-Pay Coverage under the following conditions:

- a) If the Participant is married, then the election must be made by the spouse and may cover either the spouse only, or the spouse and all of such Participant's Eligible Dependents;
- b) If said Participant is not married, but nonetheless has Eligible Dependents, (such as dependent children), those eligible dependents may elect Supplemental Self-Pay Coverage for such Eligible Dependents, provided that such election covers all such Eligible Dependents;
- c) The period of Coverage for such Eligible Dependents described in paragraph (a) and/or (b) above shall be only the unused balance of the Coverage Period described in paragraph (J) below;
- d) The spouse and/or other Eligible Dependents must have previously elected and exhausted all other Coverage available to them under this Plan (without any default by them, and without any early termination by virtue of any failure by the Participant, Spouse or an Eligible Dependent to comply with all requirements necessary to continue that coverage in effect, for its maximum duration under the terms of this Plan);
- e) The election must also comply with all other requirements of Supplemental Self-Pay Coverage.

C) PERSONS NOT ELIGIBLE TO ELECT SUPPLEMENTAL SELF-PAY ELIGIBILITY

Persons not eligible to elect supplemental include without limitation, spouse, (except as described in paragraph (B)(2) dependent children, or other beneficiaries and/or individuals described in plan provisions regarding disability, Armed Forces, Dependents of Deceased Employees, those eligible for Medicare.

D) PERSONS COVERED BY AN ELECTION

1) Election by Eligible Participant

Any Participant who is eligible to make an election under paragraph (B)(2) may elect to cover the Participant only, the Participant and Spouse only, or all of the Participants Eligible dependents. (Family coverage.)

- (i) The Participants and dependents to be covered must be designated in the election (with such specificity and information as may be reasonably required by the Plan,) and
- (ii) The appropriate premium must be paid for such Participant in the Covered Dependents in accordance with Section (G) below.

2) Election by Others. If the Participant is in the category described in paragraph (B)(2)(a) above, then:

- a) Any Spouse who is eligible to make an election may elect to cover
 - (i) only such Spouse, or
 - (ii) Such Spouse and all of the Participant's Eligible Dependents (family coverage).
- b) Any Participant who makes an election under paragraph (B)(2)(b) must elect to cover all of such Participant's Eligible Dependents (family coverage).

- c) Any election under subparagraphs (a) or (b) must also:
 - (i) Designate the Dependents in the election (with such specificity and information as may be reasonably required by the Plan), and
 - (ii) Be accompanied by the appropriate premium to be paid for such Dependents.

E) Manner of Making Election

An election must be made in writing on forms approved by the Board of Trustees, and shall provide such information as the Plan may require, including the following, without limitation:

- 1) Name, address and Social Security number of:
 - a) Participant making such election,
 - b) Each eligible dependent to be covered by said election.
- 2) Date on which last coverage of said employee eligibility was terminated.
- 3) The reason for termination of said coverage.
- 4) In the event of an election under paragraph (B)(2) above, the basis of the election and reason for ineligibility of the Participant.
- 5) Payment of the premium described in paragraph gone below.

F) Time of Making Election

Each election must be made within 30 days after termination of the last coverage under which the individual was covered.

G) Premium.

The Premium for Supplemental Self-Pay Coverage shall be determined semi-annually by the Board of Trustees to be effective January 1 and July 1 of each year, and must be paid as a condition precedent to any coverage and/ or paying any benefits under these Supplemental Self-Pay Provisions.

- 1) Payment of Premium. The premium must be paid to the Board of Trustees and received at their Administrative Offices.
- 2) Time of Payment. The premium must be paid on the first day of each month. Failure to pay same on the first day of any month shall result in automatic termination of Supplemental Self-Pay Coverage. However, the initial premium for the initial period of coverage shall be made simultaneously with the election of supplemental self-pay coverage, and shall include all premiums which might be due commencing from the date of termination of the last coverage under which the individual as a Participant was covered through the last day of the calendar month in which the initial payment is made.

H) Failure to Pay Premium.

In the event any premium is not received by the Plan on its due date, Supplemental Self-Pay Coverage shall be immediately terminated for the Participant and all beneficiaries covered under said elections. The term "payment received", means actual receipt by the Plan at the Plan's Administrative Offices set forth in this SPD.

I) Notices From The Participants and/or Eligible Dependent.

The Participant and/or Eligible Dependents must advise the Plan immediately but not later than ten (10) days after the occurrence of the following:

- 1) Divorce of the Participant and Spouse;
- 2) Dependent Child ceasing to be a dependent child within the terms of the plan;
- 3) Coverage under any other health plan and/or health insurance, including without limitation, private insurance, any employer with the group plan, or Medicare;
- 4) Disability of the participant.

J) Term and Duration of Coverage.

Supplemental Self-Pay Coverage shall commence on the 1st day following the last day of all other Coverage under the Plan and terminate on the earliest of.

- 1) Eleven (11) months from such commencement date;
- 2) Failure to pay any premium when due;
- 3) Upon divorce of the Participant from the Spouse (but only as to such spouse);
- 4) Upon a Dependent Child ceasing to be a Dependent Child (but termination shall occur only as to such Dependent Child);
- 5) Upon a Participant becoming disabled or Covered under any other Health Plan or insurance, as to the Participant and all Eligible Dependents; provided however that Eligible Dependents may independently elect Supplemental Self-Pay Coverage to the extent permitted by paragraph (B)(2);
- 6) Upon a Spouse or Dependent Child being covered under any other health plan by insurance, but termination shall occur only as to such Spouse and or Dependent Child;
- 7) Adoption of a resolution by the Board of Trustees terminating Self-Pay Coverage to all Participants applies to beneficiaries which resolution may be adopted no later than thirty (30) days prior to its effective date at any time by the Board of Trustees. For further information regarding Supplemental Self-Pay Coverage, contact or management resources.

AMENDMENT TO THE PLAN

The Trustees reserve the right to alter the plan and benefits and any rules and regulations of this Plan any time in accordance with the terms of the agreement and declaration of trust. Such amendments and alterations include, without limitation the right to eliminate totally and/or reduce any benefits, rights and election or other privilege or prerogative of any beneficiary under this Plan, unless such termination and/or reduction is specifically prohibited by law.