

AMENDMENT NO. 3
ST. LOUIS GRAPHIC ARTS JOINT HEALTH & WELFARE FUND
PLAN AND SUMMARY PLAN DESCRIPTION OF JANUARY 1, 2016

CHANGE TO FOUR TIER LEVEL OF BENEFITS
and
EXCLUSION OF COVERAGE FOR SPOUSES WITH COVERAGE AVAILABLE THROUGH THEIR
OWN EMPLOYER

WHEREAS, the St. Louis Graphic Arts Joint Health & Welfare Fund is not a grandfathered plan under the Affordable Care Act; and

WHEREAS, the Plan has provided 2 tiers of enrollment/coverage: employee and family, where family could be employee plus child(ren), employee plus spouse, or employee plus spouse plus child(ren); and

WHEREAS, increasing the contribution required for family coverage to an amount necessary to reflect the cost of providing that coverage would place a high financial burden on employees who are just covering their children or just covering their spouses; and

WHEREAS, the cost of coverage can more equitably be allocated by implementation of a four tier enrollment/coverage structure: employee, employee plus child(ren), employee plus spouse, and employee plus spouse plus child(ren); and

WHEREAS, providing coverage to spouses who have coverage available through their own employers places an unnecessary risk on the Welfare Fund that can be eliminated without eliminating the opportunity for those spouses to enroll in a group health plan (ie one through their own employers);

Pursuant to the Trustees' authority under Section 3.02 and Section 6.01 of the St. Louis Graphic Arts Joint Health & Welfare Fund Trust Agreement of August 1, 1979, the January 1, 2016 Summary Plan Description is hereby amended to reflect a change effective January 1, 2017 to a four tier enrollment/coverage structure and to exclude coverage for spouses who have coverage available to them through their own employment.

Amendment

Effective January 1, 2017, the two tier enrollment/coverage structure (employee and family) is replaced with a four tier enrollment/coverage structure: employee, employee plus child(ren), employee plus spouse, and employee plus spouse plus child(ren). For a number of purposes, such as the deductible and out-of-pocket maximums, the employee plus child(ren), employee plus spouse, and employee plus spouse plus child(ren) tiers of enrollment/coverage are all included under the term "Family Coverage." The deductible and out-of-pocket limits are the same for all tiers of "Family Coverage."

PART I ELIGIBILITY - Section 1.1.5 Enrollment of Dependents" is amended as follows, other portions of Part I and Section 1.1.5 are unchanged:

1.1.5 Enrollment of Dependents

In order for Dependents to be covered under the Plan, the Employee must elect **one of the "Family Coverage" options** and all Dependents must be properly enrolled in the Plan pursuant to the following guidelines. **There are 3 tiers of "Family Coverage":**

- **Employee plus child(ren),**
- **Employee plus spouse, and**
- **Employee plus spouse plus child(ren).**

The amount due to the Plan for the different tiers of Family Coverage varies by the tier. The amount paid by the Employer, however, may be consistent for all tiers of Family Coverage. The difference in the amount due to the Fund for each tier of Family Coverage is paid by the Employee.

New Dependents

An Employee who has elected single coverage and subsequently acquires a Dependent (through marriage, birth, adoption or placement for adoption) must add that Dependent within 30 days after the marriage, birth, adoption or placement for adoption. If an Employee has elected **Employee plus child(ren) or Employee plus spouse plus children coverage and acquires another child family coverage, any newly acquired Dependents child(ren)** will be added to the Employee's enrollment upon notice to the Fund office of the acquisition of such Dependents. **If an Employee with Employee plus spouse coverage acquires a child(ren) to be covered under the Plan or if an Employee with Employee plus child(ren) coverage seeks to add coverage for an eligible spouse then the Employee must notify the Fund Office and complete an enrollment form for a different tier of enrollment/coverage within 30 days after the marriage, birth, adoption or placement for adoption. See [Section 1.1.6](#) for effective date of coverage.**

PART IV OPEN ACCESS PLUS MEDICAL BENEFITS FOR EMPLOYEES AND DEPENDENTS
- Section 4.1 "Open Access Plus Schedule of Benefits for Employees and Dependents" is amended as follows, other portions of Part IV and Section 4.1 are unchanged:

Medical Deductible Amounts

	<u>Network</u>
Individual	\$750
All tiers of Family Coverage	\$1,500

Medical Out-of-Pocket Limits

	<u>Network</u>
Individual	\$3,000 (\$3,850 as of July 1, 2016)
All tiers of Family Coverage	\$6,000 (\$7,700 as of July 1, 2016)

Effective January 1, 2017, the eligibility of an Employee's spouse is amended so that a spouse is only eligible if he or she does not have coverage available through his or her own employment.

PART I ELIGIBILITY – section 1.1.4 "Eligibility of Dependents" is amended as follows, other portions of Part I and Section 1.1.4 are unchanged:

1.1.4 Eligibility of Dependents

Eligible Dependents include:

1. The Employee's Spouse if the spouse is not eligible for coverage through his or her own employment, a spouse eligible for coverage through his or her own employment is not a qualified spouse eligible to enroll in this Plan regardless of whether the spouse actually enrolls in his or her employer's plan;
2. The Employee's children . . .

PART XI DEFINITIONS ELIGIBILITY is amended as follows, other definitions are unchanged:

"Spouse" means any individual who is lawfully married to a Participant under any state law, including individuals married to a person of the same sex who are legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages. A Spouse does not include a

person involved in a civil union or other relationship. **If a spouse is eligible for medical coverage available through his or her own employment, regardless of whether the spouse is actually enrolled in that coverage, that spouse is not eligible to enroll in this Plan.**

PART I ELIGIBILITY – section 1.5 “COBRA Continuation Coverage” is amended as follows, other portions of Part I and Section 1.5 are unchanged:

1.5.4 Who is Entitled To Elect COBRA—Qualifying Events

A Participant may elect Continuation Coverage at his own expense if his coverage under the Plan terminates because of a reduction in hours of employment or termination of employment (for reasons other than gross misconduct).

The Spouse of a Participant who was covered under the Plan on the day before the Qualifying Event may elect Continuation Coverage if his coverage under the Plan terminates for any of the following reasons:

1. Death of the Participant;
2. Termination of the Participant’s employment (for reasons other than gross misconduct) or reduction in the Participant’s hours of employment; or
3. Divorce or legal separation from the Participant;
4. **Cessation of the spouse’s status as an Eligible Dependent under the Plan because the spouse is eligible for medical coverage available through his or her own employment, regardless of whether the spouse is actually enrolled in that coverage.**

A Dependent child of a Participant who was covered under the Plan on the day before the Qualifying Event may elect Continuation Coverage if his coverage under the Plan terminates for any of the following reasons:

1. Death of the Participant;
2. Termination of the Participant’s employment (for reasons other than gross misconduct) or reduction the Participant's hours of employment; or
3. Cessation of the child’s status as an Eligible Dependent under the Plan.

If coverage ends because an employer stops making contributions to the Welfare Fund, a Qualifying Event has not occurred.

1.5.6 Duration of Continuation Coverage

Continuation Coverage may be continued for a maximum of:

* * * *

2. 36 months from the date of the original Qualifying Event if a Spouse's or child's coverage was lost because of divorce or legal separation, the death of the Participant (unless paragraph 3 below applies) or a child **or spouse** ceasing to be an Eligible Dependent in accordance with [Section 1.1.4](#).

In all other respects the Plan of Benefits is not changed.

Approved by the Trustees and signed on the ___ day of _____, 2016.

For the Trustees of the St. Louis Graphic Arts Joint Health & Welfare Fund