

**AMENDMENT NO. 1 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 by replacing specific provisions under SECTION III. ELIGIBILITY FOR NON-BARGAINING EMPLOYEES UNDER PLAN A AND PLAN B as follows:

Article II, "Contributions" is replaced in its entirety with the following:

ARTICLE II. CONTRIBUTIONS

Contributions due on behalf of **Non-Bargaining Employees** must be made on a timely basis to continue coverage under **this Plan**. The term "timely basis" is defined in Article VII., A. of the Rules For Continuation Coverage Under COBRA. The **Employer** is required to remit the necessary hours to cover each **Non-Bargaining Employee's** full cost of coverage, recognizing Direct Payments are not permitted to maintain coverage. *However, in the event a **Covered Non-Bargaining Employee** and a **Covered Dependent Spouse** or **Covered Dependent** are employed by the same signatory **Employer** (including all affiliates) it will only be necessary for the **Employer** to remit contributions for **Plan A** coverage on behalf of one **Covered Non-Bargaining Employee**.*

In Article III, "Eligibility", the first paragraph under "Newly Organized Employees" is replaced in its entirety with the following:

ARTICLE III. ELIGIBILITY

Newly Organized Employees - Non-Bargaining Employees of newly signatory or existing **Contributing Employers** subject to this provision, who have provided evidence of existing *employer provided* health coverage as of the date they became employed by a **Contributing Employer**, shall also be entitled to immediate coverage under this **Plan**. Newly covered newly organized **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. For the purpose of this set of Eligibility Rules the term "newly organized" shall mean the **Non-Bargaining Employee's** employment immediately preceding the commencement of employment for a **Contributing Employer** was for an electrical contractor that was not signatory to a collective bargaining agreement with the **Union**.

The Plan Document of the San Diego Electrical Health & Welfare Trust is further amended by replacing specific provisions under "GENERAL PROVISIONS" as follows:

"Co-ordination of Benefits" Section B (1), "Effect on Benefits", the second paragraph is hereby amended to the end of the existing section:



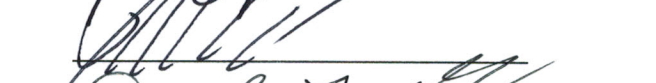
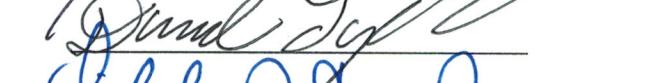
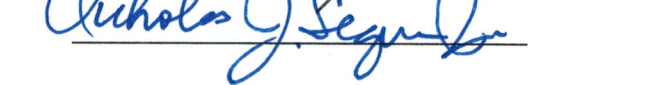
In the event a **Covered Spouse** or a **Covered Dependent Child** is in any way entitled to group medical-hospital benefits through their employer or another group affiliation, which would have been their primary source of coverage if said coverage was in effect at the time **Covered Expense** was incurred, if the **Covered Spouse** or a **Covered Dependent Child** voluntarily declined or waived such coverage that was available to them at a cost of \$100 per month or less or if they receive any form of compensation in return for declining or waiving such coverage then there will be

no medical-hospital benefits coverage under this **Plan** for any **Eligible Expenses** related to the claim(s) incurred by the **Covered Spouse** or a **Covered Dependent Child** that would have otherwise been the primary responsibility of the group coverage that was declined or waived. However, this exclusion shall not apply if the **Covered Dependent Spouse** or **Covered Dependent Child** is employed by the same **Employer** as the **Covered 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 21st day of September, 2017 to be effective immediately.

UNION TRUSTEES:

EMPLOYER TRUSTEES:

