## AMENDMENT NO. 25 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 Article V, "Termination" under Section 3, "Eligibility For Non-Bargaining Employees Under Plan A" with the following:

## ARTICLE V. TERMINATION

Eligibility for **Non-Bargaining Employees**, and their eligible **Dependents**, shall be terminated immediately, and without the need for notice, if his **Contributing Employer** fails to timely make payment of all hours and contributions due on behalf of its **Bargaining** and **Non-Bargaining Employees** or if his **Contributing Employer** is no longer signatory to a **Union** Agreement. All coverage shall be terminated as of the first day of the month following the month for which contributions were not paid in full or for which the **Contributing Employer** was not signatory.

With respect to any Non-Bargaining Employee hired by a Contributing Employer on or after June 1, 2015, should such an individual Non-Bargaining Employee's employment with a Contributing Employer terminate for any reason then coverage for the Non-Bargaining Employee and their eligible Dependents, if any, shall be terminated effective as of the date of termination of their employment. Further, upon the Trust Office being notified of such a termination by the Contributing Employer a refund of contributions applicable to any hours reported on the Non-Bargaining Employee's behalf that are applicable to coverage for any calendar month following that in which the Non-Bargaining Employee's coverage was terminated will be refunded to the Contributing Employer provided the Trust Office is notified no later than five (5) business days after the Non-Bargaining Employee's termination. However, should the Non-Bargaining Employee's termination be reported to the Trust Office later than five (5) business days after their termination there will be no refund of contributions to the Contributing Employer.

With respect to all Non-Bargaining Employees hired prior to August 1, 2015, any termination from coverage will be in accordance with the provisions of this ARTICLE in effect immediately preceding this Amendment.

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...

The Plan Document of the San Diego Electrical Health & Welfare Trust is further amended by replacing the title "Eligibility For Non-Bargaining Employees Under Plan A" with "Eligibility For Non-Bargaining Employees Under Plan A and Plan B".

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 23rd day of July, 2015 to be effective August 1, 2015.

**UNION TRUSTEES:** 

EMPLOYER TRUSTEES:

2