

AMENDMENT
ST. LOUIS GRAPHIC ARTS JOINT HEALTH & WELFARE FUND
PLAN AND SUMMARY PLAN DESCRIPTION
Disability Continuation Coverage

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

WHEREAS, Effective September 1, 2018 the Plan was amended to eliminate the group health (medical, prescription drug, dental, vision and wellness), AD&D and life insurance benefits and in their place provide an HRA related to welfare benefits provided under the Labor Agreement by another welfare plan; and

WHEREAS, eligibility is based on enrollment in a welfare plan, contributions to which are paid pursuant to a collective bargaining agreement (CBA) with 6-505M; and

WHEREAS, based on the terms of the TeamCare Group Health Plan, the Plan provides disability continuation coverage for individuals from the date of disability until TeamCare disability continuation coverage with no premium begins, as TeamCare would otherwise deny disability continuation coverage on the ground the individual did not work and no contributions were paid for the period in which the disability began; and

WHEREAS, 6-505M has negotiated to move the welfare coverage from TeamCare to the Chicago Graphic Arts Health and Welfare Fund (Chicago Fund) and other plans, and Employers have begun but not completed the migration so that some participants are working under CBAs requiring contributions to TeamCare, some to the Chicago Fund, and some to other plans; and

WHEREAS it is not known if the Chicago Fund or the other Group Health Plans have a similar disability continuation coverage policy; and

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 Trustees amend the Plan as follows:

Amendment

Part II "Disability Continuation Coverage" is amended as follows:

A. THE SLGA JOINT H&W FUND DISABILITY CONTINUATION COVERAGE BENEFIT

Upon notification of the disability and proof of eligibility as set out in Section B, below, the SLGA Joint H&W Fund will pay the premium for the period in which the disability started up to a maximum of two weeks of coverage so as to assist the individual in eligibility for

~~disability continuation coverage so as to establish the individual's eligibility for the disability continuation coverage.~~

The SLGA Joint H&W Fund will pay the premium directly to the group health plan. However, it is the Participant's responsibility to make sure that the SLGA Joint H&W Fund is notified of the situation in a timely manner and to complete all forms necessary for continuation coverage.

B. ELIGIBILITY

An individual is eligible for this benefit if they:

- 1) Were covered, immediately prior to the start of the disability, by a Taft-Hartley multi-employer group health plan pursuant to contributions paid under an Agreement between Local 6-505M and an Employer who has agreed to be bound to the SLGA Joint H&W Fund Trust Agreement;
- 2) Applied for any available disability continuation coverage through the group health plan without premiums but continuation coverage has not yet started~~was denied on the ground the individual did not work and no contributions were paid for the period in which the disability began; and~~
- 3) If COBRA is paid for the period in which disability began then the individual would qualify for disability continuation coverage under the rules of the group health plan.

Approved by the Trustees and signed on the 19 day of September, 2023.



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

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