

**AMENDMENT TO THE
TOLEDO ELECTRICAL WELFARE SELF-FUNDED PLAN**

Re: COVID-19 Pandemic Response -- Self-Payment Waivers and Diagnostic Cost Sharing

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, this AMENDMENT to the Toledo Electrical Welfare Fund Self-Funded Plan (hereinafter, the “Plan”) is executed this 13th day of March, 2020 by the Board of Trustees of the Toledo Electrical Welfare Fund (hereinafter, the “Trustees”) and is effective as of March 16, 2020; and

WHEREAS, the Trustees sponsor and maintain the Plan for its eligible participants and beneficiaries; and

WHEREAS, the Trustees desire to amend the Plan to increase access to the Self-Payment Waiver and modify the cost-sharing provisions for certain diagnostic testing during the period of the COVID-19 pandemic.

NOW, THEREFORE, in consideration of these premises and by virtue of the authority granted to them in Article XV of the Plan, the Trustees do hereby amend the Plan as follows:

1. Article XIX, “Definitions,” shall be amended by adding the following definitions:

COVID-19 Affected Participant. “COVID-19 Affected Participant” is a Participant who is furloughed, laid off, or otherwise unable to work as a result of a COVID-19 Work Interruption, as designated by a written notice from the Employer to the Union in accordance with the COVID-19 MOU.

COVID-19 MOU. “COVID-19 MOU” means the Memorandum of Understanding entered into effective March 16, 2020 by and between the Union and the National Electrical Contractors Association, Ohio/Michigan Chapter (“Association”), along with any amendments or successor agreements.

COVID-19 Period. “COVID-19 Period” means any period that the Union and the Association determine the COVID-19 Industry Measures are effective, in accordance with the COVID-19 MOU.

COVID-19 Work Interruption. “COVID-19 Work Interruption” means a temporary cessation of Covered Employment at a worksite during a COVID-19 Period due to an Employer, or the Employer’s customer, temporarily ceasing operations, shutting down or denying or being denied access to a worksite, or otherwise discontinuing the work of an Active Employee in connection with the COVID-19 pandemic.

2. The section of Article I entitled “Self-Payment Waiver” is amended by the addition of the following to the end of the section:

During any designated COVID-19 Period, a COVID Affected Participant shall be eligible to use the Self-Payment Waiver(s) accrued in his or her self-payment waiver bank.

3. The section of Article VII entitled “Covered Diagnostic Services, Laboratory, X-ray and Pathology” is amended by the addition of the following to the end of the section:

Diagnostic testing for COVID-19 shall be provided to Participants without application of any cost sharing, to include the deductible or coinsurance, or any copayment incurred in order to receive a diagnostic test for COVID-19. This section is intended to and shall operationally comply with federal law pertaining to COVID-19 testing that is enacted after the effective date of this section.

Except as provided above, all other portions of the Plan not inconsistent with the foregoing shall remain in full force and effect.

**BOARD OF TRUSTEES TOLEDO
ELECTRICAL WELFARE FUND**

By:  _____
Chairman

And:  _____
Secretary