Collective Bargaining Agreement

The Plan is maintained pursuant to a collective bargaining agreement. A copy of the collective bargaining agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries.

Plan Terms Govern

The information in this summary is subject to the terms of the Plan. If it is considered that this summary differs from the Plan, the Plan shall govern.

Authority of Plan Administrator

The Plan Administrator has the sole and absolute discretionary authority to interpret and to make determinations with regard to the terms, conditions or administration of the Plan, including, but not limited to issues regarding conflicting provisions, doubtful terms, the determination of claims or eligibility for benefits. This authority will include the power to publish rules of plan administration, the power to settle any disputes as to the rights or benefits arising from the Employee Assistance Program, the power to appoint agents and delegate duties, and the power to make any decisions or take any actions that the Plan Administrator deems necessary or advisable to aid in the proper administration of the EAP Program. The Plan Administrator's decisions will be final and binding upon all persons.

The Plan Administrator, through its duly authorized representatives, reserves the right to amend, suspend or terminate all or any provision of the Plan, subject to the applicable collective bargaining agreement. No other entity or person has the authority to amend, suspend or terminate the Plan, commit the Plan to any benefit not approved by the Plan or waive any of the Plan provisions. If material changes are made, you will be notified. Upon termination or partial termination of the Plan, coverage will cease as of the effective date of termination or partial termination.

Effect of Plan on Medical Services

Nothing in this summary may be construed as recommending or endorsing any procedure or course of treatment for a participant or beneficiary, constituting the practice of medicine, or interfering or influencing a patient-physician relationship. The Corporation is not a health care provider and it will not be responsible for any liability stemming from the care you receive from a specific health care provider. Nothing in this summary (or any other explanation of benefits provided to you by the Corporation) should be considered a representation as to the quality of specific services you or your dependents will receive from a particular provider.

No Implied Promises

Nothing in this section says or implies that participation in the Plan is a guarantee that benefit levels for employees, retirees or surviving spouses will remain unchanged in future years. Furthermore this summary is not deemed to constitute an employment contract. Nothing in this summary gives any person the right to be retained in the employment of the Corporation.

Overpayment Recovery

The Corporation may deduct from a participant's wages or other compensation and benefits such amounts as are required to collect an overpayment of benefits under the Plan in accordance with the terms of the collective bargaining agreement.

Subrogation Rights

If, for some reason, benefits are paid or are payable under the Plan and another party was responsible for the condition for which you received or will receive benefits, your health care plan has a right to recover the amount from the individual or agency who may be liable for your condition. The individual receiving covered benefits must produce any instruments or papers necessary to ensure this right of recovery.

Documents

Participants and beneficiaries can obtain from the plan administrator without charge a copy of the procedures governing qualified medical support order (QMSCO) determinations.

Participants and beneficiaries can obtain a list of providers from the plan in which they are enrolled without charge.

Unclaimed Benefits

If an enrollee does not assert a claim for reimbursement of expenses for covered benefits under the Plan within two years following the date a claim arises, or does not present a draft or check related to covered benefits to a financial institution for payment within two years following the date of the draft or check, or a draft or check related to covered benefits is returned uncashed to the Plan or remains unclaimed for a period of two years from the date of the check, then the enrollee's right to payment is forfeited and all right, title and interest of the enrollee in the check or draft terminates.

Funding

This Plan is funded out of the general assets of the Corporation that are subject to the claims of its creditors.