



# BURBANK EMPLOYEES RETIREE MEDICAL TRUST

## COBRA GENERAL NOTICE of the BURBANK EMPLOYEES RETIREE MEDICAL TRUST

**<< IMPORTANT COBRA INFORMATION >>**

**THIS COBRA INFORMATION WILL INFORM YOU OF YOUR RIGHTS AND OBLIGATIONS UNDER COBRA. YOU AND YOUR SPOUSE SHOULD TAKE THE TIME TO READ THIS CAREFULLY.**

Under this type of health plan, i.e., a retiree medical expense reimbursement plan, COBRA benefits mean the right to continue contributions to the Trust, in order to obtain certain Plan benefits after retirement. This Plan gives the Employee (or family member) the right to self-pay contributions into the Trust, which were formerly paid pursuant to a collective bargaining agreement or other special agreement while the Employee was working. If you have questions regarding the eligibility requirements under the Plan, or are in doubt about the application of COBRA under this Plan, please contact the Trust Office.

**It is important to note that the type of continuation coverage under this Plan is unusual. Under this Plan, self-paid contributions (if sufficient, as explained below) would entitle the Qualified Beneficiary to reimbursement of a portion of your medical expense costs after retirement,<sup>3</sup> rather than health benefits immediately following active employment. That is, this Plan is for retiree health benefits, not benefits soon after termination of active employment.**

- 1. COBRA Generally.** You are a participant in the “Medical Expense Reimbursement Plan” (hereafter the “Plan”) of the Burbank Employees Retiree Medical Trust (hereafter the “Trust”), which provides reimbursement towards certain medical expenses, as defined in the Plan, after retirement. Continued participation in any health plan is a right governed by a federal law called the Consolidated Omnibus Budget Reconciliation Act of 1985, commonly known as “COBRA.”<sup>4</sup>

**THIS NOTICE GENERALLY EXPLAINS YOUR RIGHTS AND OBLIGATIONS UNDER COBRA, WHEN THE RIGHT TO SELF-PAYMENT OF CONTRIBUTIONS**

<sup>3</sup> In a typical health plan, the COBRA right entitles the Employee to self-pay contributions to continue to receive health coverage immediately following loss of employment. In contrast, this Plan does not pay coverage to terminated Employees until retirement. The Plan accepts contributions during active employment, which are held by the Trust and will be used by Employees to purchase health coverage after retirement. In the event of the Employee’s death, payments to the Surviving Spouse will commence the month after the Employee would have attained age 58.

<sup>4</sup> Public Law 99-272, Title X

**UNDER COBRA MAY BECOME AVAILABLE TO YOU AND WHAT YOU NEED TO DO TO PROTECT YOUR RIGHT TO MAKE COBRA SELF-PAYMENTS. YOU AND YOUR SPOUSE SHOULD TAKE THE TIME TO READ THIS CAREFULLY.**

**2. COBRA Coverage Means the Right to Self-Pay Continued Contributions to Plan for Benefits After Ceasing Employment or Retiring.**

A. The Application of COBRA to this Plan. Under this Plan, COBRA continuation coverage is the right to continue contributions to the Trust by self-payment, when contributions to the Trust would otherwise have ceased because of a certain life event known as a “Qualifying Event.” After a Qualifying Event, the Plan must offer each person who is a “Qualified Beneficiary” the COBRA right to self-pay contributions, which were formerly being forwarded pursuant to a collective bargaining agreement or special agreement. By offering a Qualified Beneficiary this right, generally, the Plan is offering that individual the ability to increase his or her benefits from the Plan in one of two ways:

- i) The ability to meet the eligibility requirement to receive a lifetime<sup>5</sup> monthly reimbursement benefit from the Plan, which he/she may not otherwise have been able to meet (see **Section 2(B)** below); and/or
- ii) To augment their monthly benefit, if the person already met the eligibility requirement.

You, your spouse, and your children could become Qualified Beneficiaries if contributions to the Trust on behalf of the covered employee cease due to a Qualifying Event.

B. Plan Eligibility Requirements. To be eligible to receive these medical expense reimbursement benefits after retirement, this Plan requires that the Employee earn five (5) years of Active Service as defined in Section 2.2 of the Plan. Therefore, making COBRA self-payments could make you eligible, depending on how many years of Active Service you have earned at the time of the Qualifying Event. It is important for you to determine whether making these additional contributions makes sense in your particular situation. If you choose to continue making contributions to this Plan, the number of your self-pay contributions is limited to the number allowed by COBRA, as stated in **Section 7** below.

Further, since the Plan also provides for a gradually increasing level of benefits based on the number of years of your contributions, you may be able to increase your monthly benefit level if you make additional contributions. We urge you to consult with your personal tax advisor on this matter. Note that the contributions will be made with taxable income. If you choose to continue making contributions to this Plan, the number of your self-pay contributions is limited to the number allowed by COBRA, as stated in **Section 7** below.

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<sup>5</sup> The Plan is currently written to provide benefits for most Retirees until death. However, this is not guaranteed. The Trustees reserve the right to modify or terminate benefits as necessary to preserve the financial soundness of the Plan.

- C. Consequence of Non-Election. If you do not choose to continue contributing to this Plan and you have not earned five years of Active service, you will forfeit any benefits, contributions made, and Active Service earned under this Plan.
- D. Widowed spouses and Children. Widowed spouses and Children may also have the right to continue self-payment under certain circumstances. Contact the Trust Office at the address in **Section 5** below for details.

### 3. **Qualifying Events and Qualified Beneficiaries.**

- A. An Employee as a Qualified Beneficiary. If you are an **Employee**, you will become a Qualified Beneficiary and have the right to self-pay contributions for yourself (and your beneficiaries), if contributions to the Trust on your behalf cease due to any of the following “Qualifying Events:”
  - i) Termination of Employment. Your employment is terminated for any reason other than gross misconduct; or
  - ii) Reduction of Work Hours. Your hours of employment are reduced, e.g., due to leave during which either your employee or employer contributions are not made to the Trust by your employer.

Either of these Qualifying Events generally gives you the right to continue self-payment of contributions to this Plan.

- B. The Spouse as a Qualified Beneficiary. If you are the **spouse of an Employee** covered by this Plan, you will become a Qualified Beneficiary and may have the right to self-pay contributions for yourself if contributions to the Trust on your spouse’s behalf cease due to any of the following “Qualifying Events,”<sup>6</sup> and provided that the Employee does not elect to self-pay contributions under COBRA\*:
  - i) Spouse’s Death. The death of your spouse (i.e., the plan participant); or
  - ii) Termination of Spouse’s Employment. A termination of your spouse’s (i.e., the plan participant) employment (for reasons other than gross misconduct); or
  - iii) Reduction of Spouse’s Work Hours. A reduction in your spouse’s (i.e., the plan participant) hours of employment, provided that your spouse does not elect to self-pay contributions under COBRA.

\*Note: Only one member of a family may make self-payment contributions in this type of health plan. If there are multiple Qualified Beneficiaries, for example a former employee and a spouse, you should confer together and decide whether electing to make

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<sup>6</sup> The following Qualifying Events are applicable to typical health plans, but are not applicable to this Plan: 1) your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both) or 2) you become divorced or legally separated from your spouse. However, due to the structure of this Plan, these are not Qualifying Events.

COBRA self-pay contributions makes sense in your case, and which of you will make the election. It is important to note that due to the nature of this type of Plan, you do not each have independent rights to elect self-payment. This means that only one Qualified Beneficiary can self-pay.

- C. If you are a **Child of an Employee** covered by this Plan, you may become a Qualified Beneficiary and have rights to self-pay contribution to this Plan if contributions to the Trust on your parent's behalf cease due to any of the following Qualifying Events,<sup>7</sup> and provided that the Employee parent or spouse does not elect to self-pay contributions under COBRA\*:
- i) Death of Parent. The death of the covered parent; or
  - ii) Termination of Parent's Employment. The termination of the covered parent's employment (for reasons other than gross misconduct); or
  - iii) Reduction of Parent's Work Hours. A reduction in the parent's hours of employment, where neither the employee parent nor spouse elect to self-pay contributions under COBRA.

\*See "Note" under **Section 3(B)** above.

#### 4. Notification of Qualifying Event.

- A. Employer's Notification Responsibility. The Plan will offer the COBRA option to self-pay contributions to Qualified Beneficiaries only after the Plan Administrator has been notified that a Qualifying Event has occurred. When the Qualifying Event is the termination of employment, reduction of hours of employment, or death of the employee, your **employer** has the obligation to notify the Plan Administrator of the Qualifying Event. However, we encourage the employee to also give notice to the Plan, in case the employer fails to do so.
- B. Qualified Beneficiary's Notification Responsibility. Under COBRA, the **Employee or a family member has the responsibility** to provide written notice, within the time limits described in **Section 4(C)** below, to the Trust Office of the occurrence of any of the following Qualifying Events:
- i) The occurrence of a second Qualifying Event after a Qualified Beneficiary has become entitled to self-pay contributions under COBRA for a maximum period of eighteen (18) months (or twenty-nine (29) months in the case of a disability, as described in **Section 6** below);
  - ii) A Qualified Beneficiary is determined by the Social Security Administration to be disabled at any time prior to or during the first sixty (60) days of self-payment contributions; or

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<sup>7</sup> Under some plans, a child losing Child status under the plan would be a Qualifying Event, but because of the plan design of this Plan, this event is not a Qualifying Event under this Plan.

- iii) A Qualified Beneficiary, who was determined as disabled is subsequently determined by the Social Security Administration as no longer disabled.

C. Timing Requirements for Qualified Beneficiaries to Notify the Trust Office of Qualifying Events.

- i) Qualifying Events Other Than Disability. The period of time for providing notice to the Trust Office for the occurrence of a second Qualifying Event, is **sixty (60) days after** the latest of:
  - a) *Qualifying Event.* The date that the Qualifying Event occurs; or
  - b) *Contributions to the Trust Cease.* The date that contributions to the Trust cease or should cease as a result of the Qualifying Event; or
  - c) *The Date you Receive Notice.* The date that you are informed through this Notice of your responsibility to provide notice to the Trust Office and the Plan's procedures for providing such notice (see **Section 5** below).
- ii) Qualifying Event of Disability. The period of time for providing notice to the Trust Office of a disability determination is **sixty (60) days after** the latest of the following events (but no later than the end of the first eighteen (18) months period of self-payment contributions):
  - a) *Determination by Social Security Administration.* The date of the disability determination by the Social Security Administration;
  - b) *Disability.* The date that the disability occurs;
  - c) *Contributions to the Trust Cease.* The date that contributions to the Trust cease or should cease as a result of the Qualifying Event; or
  - d) *The Date you Receive Notice.* The date that you are informed through this Notice of your responsibility to provide notice to the Trust Office and the Plan's procedures for providing such notice (see **Section 5** below).
- iii) Change of Disability Status. The period of time for providing notice to the Trust Office of a change in disability is **thirty (30) days after** the latest of:
  - a) *Determination by Social Security Administration.* The date the Social Security Administration determines that you are no longer disabled; or
  - b) *Notice of Responsibility and Procedure.* The date on which you are informed through this Notice of the responsibility to provide notice and the Plan's procedures for providing notice to the Trust Office (see **Section 5** below).

5. **Procedures for Notifying Plan of Qualifying Event.** Subject to the time limits in **Section 4(C)** above, a Qualified Beneficiary must provide written notice of the Qualifying Event(s), described in **Section 4(B)** above, to the Trust Office by either first class mail, e-mail, or facsimile (fax). The contact information for the Trust Office is as follows:

Burbank Employees Retiree Medical Trust  
c/o Benefit Programs Administration  
1200 Wilshire Blvd, 5<sup>th</sup> Floor  
Los Angeles, CA 90017  
Email: [burbankcity@bpabenefits.com](mailto:burbankcity@bpabenefits.com)  
Phone: (213) 406-2350  
Toll Free: (888) 806-8944

The notice of the Qualifying Event should include:

- A. Identifying Information of the Employee and Qualified Beneficiary. The name and social security number of the Employee and of the Qualified Beneficiary;
- B. Contact Information of the Filing Beneficiary. The current address and phone number of the Qualified Beneficiary who is filing the notice; and
- C. Information Relating to the Qualifying Event. The nature of the Qualifying Event and the date on which the Qualifying Event occurred.

When the Trust is notified that one of these Qualifying Events has occurred, it will, in turn, notify you about details concerning your election to continue your contributions to the Trust for the right to receive future benefits.

6. **Maximum Length of COBRA Payments.** Once you have elected to take advantage of your COBRA right to self-pay contributions, your initial payment is due within forty-five (45) days of your election. Subsequent periodic payments must be made on a monthly basis and are due on the first of each month, but no later than thirty (30) days following the first of the month. **You will not receive monthly reminders that payment is due.**

- A. First Qualifying Event. COBRA continuation coverage is a temporary continuation of self-payment of contributions.
  - i) Eighteen (18) month period. When the Qualifying Event is a termination of employment or reduction in hours of employment, the law requires that you be given the opportunity to self-pay contributions for eighteen (18) months.
  - ii) Thirty-Six (36) month period. When the Qualifying Event is death of the covered employee, the COBRA law requires that you be given the opportunity to continue to make contributions to the Trust by self-payment for thirty-six (36) months (three years).
- B. Second Qualifying Event Extension (18 month extension of the initial 18 month period). If a second Qualifying Event, other than termination of employment, occurs during the eighteen (18) month period of self-payment of contributions, the Plan beneficiaries may be eligible to receive an extension of up to eighteen (18) months of self-payment

contributions, for a maximum of thirty-six (36) months. See **Sections 4 and 5** relating to notification requirements and procedure in the case of a second Qualifying Event.

- C. **Disability Extension (11 month extension of the initial 18 month period).** If a Qualified Beneficiary under the Plan is determined by the Social Security Administration to be disabled, the Plan beneficiaries may be eligible to self-pay for an additional eleven (11) months, for a total of twenty-nine (29) months. The disability would have to have started at some time before the 60<sup>th</sup> day of the COBRA self-payment contributions and must last at least until the end of the 18-month period of self-payment contributions. See **Sections 4 and 5** relating to notification requirements and procedure in the case of disability.

Please note the cost you pay for the additional eleven (11) months may be approximately 50% higher than the amount of the first eighteen (18) months if the self-payment contributions include a disabled beneficiary and the extension of period for self-payment contributions would not be available in the absence of a disability.

7. **Termination of COBRA Payments.** The COBRA law provides that your right to continue COBRA payments may be terminated prior to the full self-payment period – eighteen (18), twenty-nine (29), or thirty-six (36) months – for any of the following reasons:
- A. The Trust no longer maintains the Plan; or
  - B. Your employer no longer contributes to the Plan on behalf of employees; or
  - C. The monthly self-pay contribution to the Trust under COBRA is not paid timely; or
  - D. There has been a final determination that you are no longer disabled if you qualified to make an extra eleven (11) months of self-pay contributions based on disability.

You do not have to show that you are insurable to choose continued participation.

8. **Refund of Contributions Erroneously Paid.** Any self-paid contributions to the Plan made and accepted in error, shall be refunded to you by the Plan Administrator and shall not confer upon you any rights under the Plan if it is determined that you are ineligible to self-pay contributions. Any Active Service granted based on an erroneous contribution will be rescinded.
9. **Questions about COBRA.** If you have any questions about the Plan or your COBRA continuation self-payment rights, you should contact the Trust Office at the address and/or phone number appearing below.

Burbank Employees Retiree Medical Trust  
c/o Benefit Programs Administration  
1200 Wilshire Blvd, 5<sup>th</sup> Floor  
Los Angeles, CA 90017  
Email: [burbankcity@bpabenefits.com](mailto:burbankcity@bpabenefits.com)  
Phone: (213) 406-2350  
Toll Free: (888) 806-8944

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact

the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

- 10. Address Changes.** In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in marital status or address of yourself and family members. Send all address changes to the Trust Office address stated in **Section 9** above. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.