

AMENDMENT I
to the
AMENDED AND RESTATED RULES AND REGULATIONS
of the
U. A. PLUMBERS LOCAL UNION NO. 68
GROUP PROTECTION PLAN

This Amendment to the U. A. Plumbers Local Union No. 68 Group Protection Plan, as amended and restated effective July 1, 2011 (the “Plan”), is made and entered into by the undersigned Trustees pursuant to the authority vested in them by Section 14.02, “Amendment and Termination,” of the Plan.

WHEREAS, the Trustees desire to (i) give credit toward the initial eligibility requirements and the hour bank eligibility requirements for Non-Bargaining Unit Employees that become covered through the Collective Bargaining Agreement; (ii) amend the Plan’s eligibility rules for employees of newly organized employers; and (iii) add coverage for approved clinical trials;

NOW, THEREFOR, the Trustees hereby amend the Plan, effective May 1, 2015, as follows:

- I. Section 1.01, Eligibility for Employees, is hereby replaced with the following Section entitled to read as follows:**

Section 1.01 – Eligibility for Employees

Eligibility for employees shall mean all individuals employed under the jurisdiction of a Collective Bargaining Agreement of U. A. Plumbers Local No. 68 and Non-Bargaining Unit Employees, as allowed by the Trust Agreement. A Participation Agreement must be signed for Non-Bargaining Unit Employees.

Initial Eligibility and Continuation of Eligibility for Provisional Trainees, as defined in the Collective Bargaining Agreement, will be the same as provided other individuals employed under the Collective Bargaining Agreement. However, the benefits allowed will NOT INCLUDE Dependent Coverage, Life Insurance, Accidental Death and Dismemberment, or Disability Benefits Coverage. Further, on the first of the month following attainment of First Period Apprenticeship, all benefits will be the same as provided other individuals employed under the Collective Bargaining Agreement, including Dependent Coverage as described in this Article I.

Self-employed persons shall not be eligible for the coverage provided by this Fund. Contributions shall not be accepted from self-employed persons, sole proprietors or partners and they shall not be included for benefits under the Plan. Any inadvertent acceptance of contributions from such persons shall not give them any rights to benefits under this Plan.

Notwithstanding any provision to the contrary, if a covered Non-Bargaining Unit Employee becomes covered through the Collective Bargaining Agreement of U. A. Plumbers Local No. 68, such Employee shall be given credit toward satisfying the initial enrollment requirement (a period of two consecutive months of work in Covered Employment during which time the Employee must have worked a minimum of 240 hours) and shall be given credit toward satisfying the requirement for establishing an Hour Bank Account (a period of 12 non-consecutive months in any 15-month period during which an Employee has contributions made on his/her behalf by contributing employers to the Plan for hours exceeding 120 hours). Such credit shall be based on the number of consecutive months the Employee was covered as a Non-Bargaining Unit Employee immediately before becoming covered through the Collective Bargaining Agreement.

For example, a Non-Bargaining Unit Employee with six months of continuous coverage through the Plan becomes covered through the Collective Bargaining Agreement. Such Employee would be considered to have met the initial enrollment requirement under the Plan and will be credited with six months of coverage toward satisfying the requirement for obtaining an Hour Bank Account.

II. Section 1.06, Disability Credits, is hereby replaced with the following Section entitled “Eligibility Rules for Employees of Newly Contributing Employers.” Existing Section 1.06 and subsequent Sections are hereby renumbered accordingly.

Section 1.06 – Eligibility Rules for Employees of Newly Contributing Employers

Employees of newly contributing Employers that enter into a Collective Bargaining Agreement with the Union shall be eligible under the following terms and conditions:

A. Initial Eligibility

Employees of a newly contributing Employer will initially become eligible for one month of coverage under the Plan beginning on the first day of the month following the execution of a Collective Bargaining Agreement, provided such employees were covered under the newly contributing Employer’s health plan on the day prior to the execution of the Collective Bargaining Agreement.

In addition, the following items must be received by the Fund Office prior to the proposed effective date of coverage:

1. A copy of the executed Collective Bargaining Agreement;
2. Proof of coverage under the contributing employer’s health plan; and
3. A list of all Bargaining Unit Employees of the newly Contributing Employer, including their names, addresses, telephone numbers, and social security numbers.

In order to effect immediate eligibility under the Plan, the Fund will establish a “negative” Hour Bank account for each Employee. Each Employee will be credited with 240 “negative” hours.

Once an Employee becomes covered for the initial one-month period, his or her continuing eligibility for subsequent months shall be determined in accordance with the following subsection.

B. Continuation of Eligibility

To maintain eligibility, Employees are required to work a minimum of 120 hours per month in Covered Employment and Employer contributions must be paid by the newly contributing Employer. There is a one-month lag between the time an Employee works and the time the corresponding hours are applied toward his or her continuing eligibility requirements. Thus, hours worked in Covered Employment during an Employee’s initial eligibility month will be used to satisfy the eligibility requirements for his or her third month of coverage. Any hours of Covered Employment in excess of 140 hours in a given month will be applied to an Employee’s negative Hour Bank account, in order to credit the original hours advanced to the Employee’s Hour Bank account, until the negative Hour Bank reaches zero.

Until the negative Hour Bank reaches zero, if an Employee work less than the required 120 hours in any given month, he or she will be considered to have a COBRA qualifying event, as described in Article XII. In addition, an Employee may only receive Disability Credits and/or disability benefits once his or her negative Hour Bank reaches zero.

C. Reinstatement of Eligibility

An Employee who:

1. fails to work at least the required 120 hours in any given month;
2. fails to elect continuation coverage under COBRA; and
3. has not reached zero in his or her negative Hour Bank;

will only regain coverage under the Plan through the initial eligibility rules outlined in Article I.

D. Newly Hired Employees

Employees hired by a newly contributing Employer subsequent to the effective date of the Collective Bargaining Agreement with such newly contributing

Employer will be subject to the normal initial eligibility rules of this Plan outlined in Article I.

- E. Except as stated above, all eligibility rules for Employees of newly contributing Employers shall be the same rules that apply to collectively bargained Covered Employees, including but not limited to the rules applicable to the Hour Bank, Termination of Eligibility, and Eligibility Rules for Dependents.

III. A new subsection E.3.(t) is hereby added to Article IV, “Medical, Mental and/or Nervous Disorder Expense Benefits For Employees and Eligible Dependents” to read as follows:

- (t) If you are eligible to participate in an Approved Clinical Trial with respect to the treatment of cancer or another life-threatening disease or condition, the Plan will:
 - (i) Not deny you participation in the trial;
 - (ii) Not deny, limit or impose additional conditions on the Plan’s coverage of routine patient costs for items and services otherwise covered by the Plan that are furnished in connection with participation in the trial; and
 - (iii) Will not discriminate against you because of your participation in the trial.

The Plan will deem you eligible to participate in the trial if:

- (i) Your health care provider is a contracted Preferred Network Provider participating in this Plan, and that provider has concluded that your participation in the trial would be medically appropriate; or
- (ii) You provide medical and scientific information establishing that your participation would be medically appropriate.

Routine patient costs do not include the following:

- (i) The investigational item, device, or service, itself;
- (ii) Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
- (iii) A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

If one or more of the Plan’s contracted Preferred Network Providers is participating in a clinical trial, the Plan may require that you participate in the trial

through such a contracted Preferred Network Provider, if the provider will accept you as a participant in the trial.

An “Approved Clinical Trial” means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and that is funded or approved by the federal government, conducted under an investigational new drug application reviewed by the federal Food and Drug Administration, or a drug trial exempt from having such an investigational new drug application.

A “life-threatening condition” means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

ADOPTION RESOLUTION

By resolution of _____, 2015, the Board of Trustees of the U. A. Plumbers Local Union No. 68 Group Protection Plan does hereby grant authority to the Chairman and Secretary of the U. A. Plumbers Local Union No. 68 Group Protection Plan to adopt the foregoing Amendment to the Amended and Restated Rules and Regulations of the U.A. Plumbers Local Union No. 68 Group Protection Plan.

Chairman

Secretary