

**AMENDMENT
to the
SUMMARY PLAN DESCRIPTION AND
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 Summary Plan Description and Amended and Restated Rules and Regulations of the Plan, effective January 1, 2019 (the “Plan”), is made and entered into by the undersigned Trustees pursuant to the authority vested in them by Section 18.02, “Amendment and Termination,” of the Plan.

WHEREAS, the Trustees desire to make changes to the Plan’s medical deductible, maximum dental benefit, and certain eligibility rules;

NOW, THEREFORE, the Trustees hereby amend the Plan, effective January 1, 2021, as follows:

1. **The “Medical Deductibles and Out-of-Pocket Limits” section of the “Schedule of Benefits,” “Benefits For Employees and Dependents,” is hereby replaced with the following section:**

Medical Deductibles and Out-of-Pocket Limits

DEDUCTIBLES AND OUT-OF-POCKET LIMITS	
Calendar Year Deductible	\$750 per person per Calendar Year; maximum \$1,500 per family. Most preventive care benefits and hearing aids are covered before the deductible is met.
Emergency Room Deductible	\$100 Non-Emergency; no family maximum. Emergency Room Deductible waived if Hospital admission occurs in conjunction with Emergency Room visit. There is an additional Non-PPO penalty deductible of \$100 per occurrence.
Out-of-Pocket Limits	PPO (In-Network): \$9,000 after the Calendar Year Deductible. Non-PPO (Out-of-Network): \$30,000 after the Calendar Year Deductible. Penalties for failure to obtain pre-certification, health care the Plan doesn’t cover and deductibles do not count toward the out-of-pocket limits.

Commented [SJ1]: Note to reviewers: The only thing that changed here was the individual and family deductible amounts.

Commented [SJ2]: The only thing that changed here was the out-of-pocket limit amounts.

2. The “Dental Benefits” section of the “Schedule of Benefits,” “Benefits For Employees and Dependents,” is hereby replaced with the following section:

Dental Benefits

DENTAL BENEFITS	
Dental Calendar Year Deductible	\$100 per person per calendar year
Preventive Dental Services	Plan pays 100% of Reasonable and Customary Eligible Expenses. Preventive services include prophylaxis, x-rays, exams and fluoride treatments. Benefits for each of these services is limited to once per Calendar Year.
	Prophylaxis (cleanings) for children under age 18 are limited to twice per Calendar Year
Other Dental Services	Plan pays 80% of Reasonable and Customary Eligible Expenses
Maximum Dental Benefit	\$2,000 per person per calendar year
	Prophylaxis (cleanings) for children under age 18 are not subject to the \$2,000 calendar year maximum benefit
In the event there are various methods for performing the Dental procedures otherwise covered by this Plan, the eligible Dental benefit will be limited to the least expensive method that will produce a professionally adequate result, as determined by the Plan.	

Commented [SJ3]: Note to reviewers: The only thing that changed here was the maximum dental benefit.

3. Section 1.01, “Eligibility for Employees,” of Article I, “Eligibility, Effective Date and Termination Date,” is hereby replaced with the following section:

Section 1.01. Eligibility for Employees

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, may be eligible for employee coverage. 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 for other individuals employed under the Collective Bargaining Agreement. However, the eligible benefits will NOT INCLUDE Dependent Coverage, Life Insurance, Accidental Death and Dismemberment, or Disability Benefits Coverage. Further, on the first of the month after attainment of First Period Apprenticeship, eligibility will be for all benefits, the same as provided other individuals employed under the Collective Bargaining Agreement, including those benefits previously excluded such as Dependent Coverage, and as described in this Article I.

Commented [SJ4]: The only changes here are the highlighted amounts.

Self-employed persons are not eligible for the benefits provided by the Fund. Contributions will not be accepted from self-employed persons, sole proprietors or partners, neither will they be eligible for benefits under the Plan. Any inadvertent acceptance of contributions from such persons will not give rise to any rights to benefits under the 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 will be given credit toward satisfying the initial enrollment requirement (a period of three (3) non-consecutive months of work in Covered Employment during which time the Employee must have worked a minimum of 260 hours), and will be given credit toward satisfying the requirement for establishing an Hour Bank Account (a period of three (3) non-consecutive months in any 15-month period during which an Employee has contributions made to the Fund, on his or her behalf, by Contributing Employers for hours exceeding 130 hours). Such credit will 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 five (5) months of continuous coverage under 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 five (5) months of coverage toward satisfying the requirement for obtaining an Hour Bank Account.

4. **Section 1.02, “Initial Eligibility,” of Article I, “Eligibility, Effective Date and Termination Date,” is hereby replaced with the following section:**

Section 1.02. Initial Eligibility

Employees working under the terms of a Collective Bargaining Agreement become eligible on the first day of the month following a period of three non-consecutive months of work in Covered Employment during which time the Employee must have worked a minimum of 260 hours. Such hours also include hours worked in another geographic jurisdiction that have been reciprocated by an employer on behalf of the Employee. Hours worked at contribution rates that differ from the Plumbers Local Union No. 68 construction contribution rate will be credited on a pro-rata basis.

Exception: Non-Bargaining Unit Employees. Coverage for Non-Bargaining Unit Employees begins the month following the month the first employer-contribution is paid in accordance with the Non-Bargaining Agreement, and terminates at the end of the month employment is terminated.

Commented [SJ5]: Note to reviewers: The only change was to increase this to 260 hours.

5. **Section 1.03, “Continuation of Eligibility,” of Article I, “Eligibility, Effective Date and Termination Date,” is hereby replaced with the following section:**

Section 1.03. Continuation of Eligibility

The eligibility of an Employee will continue on a month-to-month basis provided he or she meets the minimum hours requirement. The minimum hours requirement is 130 hours of work in Covered Employment per month. Employees may meet this requirement on the basis of hours available to him or her from any of the following sources, listed in the order in which they may be utilized:

Commented [SJ6]: Note to reviewers: The only change was to increase this to 130 hours and to add the "short pay" provision in the last paragraph.

- A. From hours for which contributions have been made by Contributing Employers to the Plan on behalf of the Employee during the immediately preceding month;
- B. From hours of Disability Credits which may be applicable to the Employee in accordance with the Disability Credit provisions; and
- C. From the Hour Bank Account of the Employee as established in accordance with the Hour Bank Account provisions.

NOTE: For the Disability Benefits Coverage only, an Employee must have been actively-at-work and otherwise eligible for Plan benefits for at least 80 hours during the month prior to the start of the disability.

If an employee works fewer than 130 hours in a month, the Employee will be permitted to continue coverage by “short paying” the difference between the number of hours worked in the month and 130 hours. The cost to the Employee will be the difference between the number of hours worked in the month and 130 hours, multiplied by the current contribution rate, with a minimum cost of \$100. Employees will be limited to one “short pay” per calendar year.

6. **Section 1.04, “Hour Bank Account” of Article I, “Eligibility, Effective Date and Termination Date,” is hereby replaced with the following section:**

Section 1.04. Hour Bank Account

Commented [SJ7]: Note to reviewers: The only thing that changed here are the highlighted numbers.

Following a period of three non-consecutive months in any 15 month period during which an Employee has contributions made on his or her behalf by Contributing Employers to the Plan for hours exceeding 130 hours, the excess hours will be credited to the Employee’s individual Hour Bank Account, provided such Employee has not incurred a break in Covered Employment or interruption of eligibility. However, the maximum number of hours that an Employee may accumulate in his or her Hour Bank Account, after deduction for the current month's coverage, is 650 hours.

Hours from the Hour Bank Account that are applied to the Employee’s continuing eligibility, in accordance with the continuing eligibility provision, will be considered

withdrawn and the Employee's Hour Bank Account will be reduced by the number of hours withdrawn.

Unless the Employee makes continuous timely self-payments to maintain coverage, any hours otherwise remaining to the Employee's credit in his or her Hour Bank Account on the date his or her eligibility terminates under these rules will be considered forfeited and of no future value to the Employee. Such hours may not be re-credited to the Employee's Hour Bank Account in the event he or she again becomes eligible in accordance with either the Initial Eligibility provision or the Reinstatement provision of these Amended and Restated Rules and Regulations, nor may such hours be used for purposes of reinstating eligibility under those provisions. In no event will the Employee's Hour Bank Account balance be subject to forfeiture during a continuous self-payment period and reinstatement of such Employee will be in accordance with the provisions of Section 1.05 of this Article.

Notwithstanding these provisions, the Hour Bank Account of an Employee will be forfeited if he or she engages in employment or self-employment, in the same trade and industry as the Employees covered by the Plan, with an employer who does not contribute to the Plan. Furthermore, an Apprentice who is dropped from the Apprenticeship Program after exhausting all internal appeals, forfeits his/her hour bank.

The Hour Bank Account provisions are subject to change by the Board of Trustees at any time and in their sole discretion.

7. Section 1.05, "Reinstatement," of Article I, "Eligibility, Effective Date and Termination Date," is hereby replaced with the following section:

Section 1.05. Reinstatement

In the event an Employee's eligibility for the benefits provided under the Plan terminates as a result of insufficient hours in his or her Hour Bank Account, he or she will be required to continue month-to-month eligibility by making self-payments on a timely basis. Such self-payments must be made commencing with the first month that coverage would otherwise terminate and continue until he or she has worked sufficient hours in Covered Employment to meet the requirements for coverage.

Employees who have previously been covered under the Plan and had earned a prior "Hour Bank" will be required to work a total of 260 hours in two consecutive months to gain coverage for the third month at which time the "Hour Bank" will be established.

Commented [SJ8]: Note to reviewers: The only change was to the highlighted number and to remove previous version of "short pay" provision.

In the event his or her coverage terminates as a result of the Employee failing to make timely self-payments, the eligibility of the Employee will terminate and he or she will be required to meet the eligibility requirements set forth under Section 1.02 of this Article.

8. Each reference to “120 hours” in Section 1.06, “Eligibility Rules for Employees of Newly Contributing Employers,” of Article I, “Eligibility, Effective Date and Termination Date,” is hereby replaced with “130 hours.”

The reference to “240 ‘negative’ hours” in Section 1.06, “Eligibility Rules for Employees of Newly Contributing Employers,” of Article I, “Eligibility, Effective Date and Termination Date,” is hereby replaced with “260 ‘negative’ hours.”

9. The third paragraph of Article II, “Leaves of Absence for Military Service,” is hereby replaced with the following paragraph:

The Employee will receive eight (8) Military Service Credits for each day served in the armed forces up to a maximum of five years. In no event, however, will he or she be credited with more than 43½ such credits in any one week, 130 during any one calendar month, 1,560 during any one Calendar Year or a total of 7,800 credits.

10. Section 5.05, “Out-of-Pocket Limits,” of Article V, “Medical Deductible Amounts, Plan Maximums and Out-of-Pocket Limits,” is hereby replaced with the following section:

Section 5.05. Out-of-Pocket Limits

When an Employee or Eligible Dependent incurs and pays \$9,000 in PPO Eligible Expenses, after the Deductible Amount, in any one plan year, the percentage payable for PPO Eligible Expenses changes to 100% for the remainder of the applicable year. When an Employee or Eligible Dependent incurs and pays \$30,000 in non-PPO Eligible Expenses, after the Deductible amount, in any one plan year, the percentage payable for non-PPO Eligible Expenses changes to 100% for the remainder of the year.

For purposes of calculating out-of-pocket maximum amounts, there are separate in-network (PPO) and out-of-network (non-PPO) out-of-pocket limits. The in-network and out-of-network out-of-pocket limits are NOT interchangeable. Amounts applied to the in-network out-of-pocket limit may NOT be applied to the out-of-network out-of-pocket limit and vice versa.

11. Section 8.05, “Maximum Dental Benefits,” of Article VIII, “Dental Benefits,” is hereby replaced with the following section:

Section 8.05. Maximum Dental Benefits

The maximum amount of benefits payable for all services, procedures and/or supplies for any benefit period for an Employee or Eligible Dependent will be \$2,000 per person per year. However, prophylaxis (cleanings) for children under age 18 are not limited to the once-per-year requirement, neither are those expenses subject to the annual \$2,000 maximum.

Commented [SJ9]: Note to reviewers: The only change was to the highlighted numbers.

Commented [SJ10]: Note to reviewers: The only thing that changed was the highlighted numbers.

Commented [SJ11]: Note to reviewers: The only change was to the highlighted numbers.

ADOPTION RESOLUTION

By resolution of _____, 2020, 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 Summary Plan Description and Amended and Restated Rules and Regulations of the U.A. Plumbers Local Union No. 68 Group Protection Plan.

Chairman

Secretary