

NORTHERN CALIFORNIA PIPE TRADES TRUST FUNDS FOR UA LOCAL 342

935 Detroit Avenue, Suite 242A, Concord, CA 94518-2501 • Phone 925/356-8921 • Fax 925/356-8938
 tfo@ncpttf.com • www.ncpttf.com



August 2020

TO: ACTIVE AND RETIRED PARTICIPANTS

RE: SUMMARY OF MATERIAL MODIFICATIONS TO THE NORTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE PLAN (“PLAN”)

The Board of Trustees of the Northern California Pipe Trades Health and Welfare Plan (“Plan”) is providing you with the following summary of changes to the Plan, called a Summary of Material Modification (“SMM”). Please review the important changes to the Plan’s Benefits described below. There is also updated information on COVID-19 testing and treatment.

A. SUMMARY OF AGREEMENTS AND BENEFITS – Plan Amendment
ACTIVE Participants
Article II – Effective with July 2020 hours (September 2020 eligibility)

Effective with July 2020 hours (September 2020 eligibility), the Summary of Agreements and Benefits has been amended to change the hours required for monthly eligibility under the Master Labor Agreement and other Applicable Agreements from 125 hours to 130 hours per month (does not apply to employees covered under the Residential Agreement and like Agreements). The Plan has also been amended to change the maximum Reserve Hour Bank from 750 hours to 780 hours for contracts permitting a six (6) month Reserve Hour Bank and from 250 hour to 260 hours for contracts permitting a two (2) month Reserve Hour Bank (does not apply to the Residential Agreement and like Agreements). In addition, the Plan has been amended to change initial eligibility requirements for any contract that requires 125 hours in a consecutive six (6) month period to 130 hours.

Please review the table below according to your classification. If a “YES” appears in the Benefit column, you may be eligible to receive this benefit should you meet the Plan requirements as defined in this Summary Plan Description (“SPD”) booklet. If a “NO” appears in the Benefit column, you are not eligible for this benefit. Please refer to this SPD booklet for additional details and eligibility requirements.

All Incoming Reciprocal contributions/hours are prorated at the standard Master Labor Agreement Contribution rate for Active coverage. Please refer to Article IV of the SPD for additional information.

<u>Classification</u>	<u>Initial Eligibility Requirement</u>	<u>Hours Required for Monthly Eligibility</u>	<u>Reserve Hour Bank</u>	<u>Jury Duty *</u>	<u>Active Subsidized Self-Payment</u>
ACTIVE (MLA + Others)	300 hours in consecutive 6-mos.	130	6-mos. Max (780 hours)	YES	12-mos. Max & overall 18-mos. Max in rolling 36-month period
SHORTLINE <i>(Helpers - KAISER ONLY)</i>					
HELPER (MLA+ Others) <i>(KAISER ONLY)</i>	130 hours in consecutive 6-mos.	130	2-mos. Max (260 hours)	NO	4-mos. Max & overall 6-mos. Max in rolling 36-month period
SAFETY ATTENDANT (Levels 2 through 4) <i>(KAISER ONLY)</i>					
NON-BARGAINING	1 HW Flat Rate Contribution	1 HW Flat Rate	NONE	NO	NO

RESIDENTIAL <i>(KAISER ONLY)</i>	120 hours in consecutive 6-mos.	120	1 mo. Max (120 hours)	NO	4-mos. Max & overall 6-mos. Max in rolling 36-month period
RESIDENTIAL LIGHT COMMERCIAL (RLC) <i>(KAISER ONLY)</i>			-OR- 3-mos. Max (360 hours) if worked 1200 hours in each of the preceding 2 calendar years		
SERVICEMAN (Other Applicable Agreements) <i>(KAISER ONLY)</i>	300 hours in consecutive 6-mos.	130	6-mos. Max (780 hours)	NO	4-mos. Max & overall 6-mos. Max in rolling 36-month period
TRADESMAN <i>(KAISER ONLY)</i>	300 hours in consecutive 6-mos.	130	2-mos. Max (260 hours)	NO	4-mos. Max & overall 6-mos. Max in rolling 36-month period
UA NATIONAL DISTRIBUTION AGREEMENT <i>(KAISER ONLY)</i>	300 hours in consecutive 6-mos.	130	6-mos. Max (780 hours)	NO	12-mos. Max & overall 18-mos. Max in rolling 36-month period

*The Jury Duty Benefit was administered by the Northern California Pipe Trades Health and Welfare Plan through July 31, 2020. Effective August 1, 2020, the Jury Duty Benefit is being administered by the UA Local 342 Business Office.

B. ELIGIBILITY RULES – Plan Amendment

ACTIVE Participants

Article III, Sections 2.c. / 3 / 4.a. / 4.c. / 4.d. / 4.e. / 4.f. / 4.g. / 4.h.

Effective with July 2020 hours (September 2020 eligibility)

Effective with July 2020 hours (September 2020 eligibility), the Plan has been amended to change the hours required for monthly eligibility under the Master Labor Agreement and other Applicable Agreements from 125 hours to 130 hours per month (does not apply to employees covered under the Residential Agreement and like Agreements). The Plan has also been amended to change the maximum Reserve Hour Bank from 750 hours to 780 hours for contracts permitting a six (6) month Reserve Hour Bank and from 250 hours to 260 hours for contracts permitting a two (2) month Reserve Hour Bank (does not apply to the Residential Agreement and like Agreements). In addition, the Plan has been amended to change Initial Eligibility requirements for any contract that requires 125 hours in a consecutive six (6) month period to 130 hours.

2. Initial Eligibility requirements for Bargaining Unit Employees (300 Hours in Six Consecutive Months)

- c. **Employees working under the Helper (MLA) Classification and Safety Attendant Levels 2 through 4 Classification.** An Employee who is a member in good standing of UA Local 342 and working in Covered Employment under the Helper (MLA) Classification or Safety Attendant Levels 2 through 4 will become covered under the Plan on the **first day of the second calendar month** following the month in which the Employee works 130 hours. **NOTE:** *Safety Attendant Level 1 Classification does not have Plan benefits.*

EXAMPLE 1: *You work 130 hours in January. February is a lag month. Your coverage would begin March 1st.*

EXAMPLE 2: *You work 65 hours in January and 65 hours in February. March is a lag month. Your coverage would begin April 1st.*

There is a maximum two (2) month (260 hours) Reserve Hour Bank for Employees working under the Helper Classification and Safety Attendant Classification. Employees working under the Helper Classification and Safety Attendant Classification may be entitled to **Active Subsidized Self-Payments** for up to four (4) consecutive months with an overall maximum of six (6) months of Active Subsidized Self-Payments in each month's previous consecutive thirty-six (36) month period (i.e. rolling 36 months). **EXAMPLE:** *If a Participant loses coverage in December 2018, the Plan would look back at the number of Active Subsidized Self-Payments in the 36 month period through December 2018 (January 2016 through December 2018).*

Employees working under the Helper Classification and Safety Attendant Classification are NOT entitled to Jury Duty or Retiree Health and Welfare Benefits because of their lower contribution rate.

3. **Bargaining Unit Employees – Monthly Hours Required for Continuation of Coverage:** Once an Employee is eligible to participate, the Participant must maintain 130 hours per month to continue his or her eligibility under the

Master Labor Agreement (including the Refrigeration and Air Conditioning Agreement) or 120 hours per month under the Residential Agreement. The number of hours required to maintain eligibility each month could increase in the future, at the discretion of the Board of Trustees. *In addition, Employers may not always report on a full calendar month due to their specific payroll cut offs and therefore hours reported are based on ONLY those hours reported by your Employer and not necessarily all hours worked in a given calendar month.*

4. **Reserve Hour Bank Rules:** Coverage for Employees is based on the accrual of hours at the current contribution rate, determined by the Board of Trustees, for the accumulation of hours in a Participant's Reserve Hour Bank. Hours are credited for actual work hours in a particular month subject to any cap in hours. Thus, hours reported late because of late contributions, reciprocity, or because of insufficient payments discovered through a payroll audit may not increase your Reserve Hour Bank. Any hours remaining in your Reserve Hour Bank are cancelled after twelve (12) consecutive months of failing to maintain eligibility. **You do not have a vested right to your Reserve Hour Bank. The Board could reduce and/or cancel these hours at any time.**
- a. **Master Labor Agreement-6 Month Reserve Hour Bank.** When a Covered Employee working under the Master Labor Agreement accumulates at least 130 hours during a month, any hours in excess of 130 are banked in his or her Reserve Hour Bank to provide coverage for a later month when the employee is not working sufficient hours. Up to 130 hours will be deducted from the Reserve Hour Bank to provide each month's coverage. **A Participant may accumulate excess hours to a maximum of 780 hours or six (6) months.**
 - c. **Shortline Agreement-6 Month Reserve Hour Bank.** When a Covered Employee working under the Shortline Agreement accumulates at least 130 hours during a month, any hours in excess of 130 are banked in his or her Reserve Hour Bank to provide coverage for a later month when the employee is not working sufficient hours. Up to 130 hours will be deducted from the Reserve Hour Bank to provide each month's coverage. **A Participant may accumulate excess hours to a maximum of 780 hours (6 months).**
 - d. **Helper (MLA) Classification and Safety Attendant Levels 2 through 4 Classification-2 Month Reserve Hour Bank.** When a Covered Employee working under the Helper Classification or Safety Attendant Levels 2 through 4 Classification accumulates at least 130 hours during a month, any hours in excess of 130 are banked in his or her Reserve Hour Bank to provide coverage for a later month when the employee is not working sufficient hours. Up to 130 hours will be deducted from the Reserve Hour Bank to provide each month's coverage. **A Participant may accumulate excess hours to a maximum of 260 hours (2 months).**
 - e. **Tradesmen Under Refrigeration and Air Conditioning Agreement – 2 Month Reserve Hour Bank.** When a Covered Employee working under the Refrigeration and Air Conditioning Agreement accumulates at least 130 hours during a month, any hours in excess of 130 are banked in his or her Reserve Hour Bank to provide coverage for a later month when the employee is not working sufficient hours. Up to 130 hours will be deducted from the Reserve Hour Bank to provide each month's coverage. **A Participant may accumulate excess hours to a maximum of 260 hours or two (2) months.**
 - f. **Servicemen Classification – 6 Month Reserve Hour Bank.** When a Covered Employee working under the Servicemen classification accumulates at least 130 hours during a month, any hours in excess of 130 are banked in his or her Reserve Hour Bank to provide coverage for a later month when the employee is not working sufficient hours. **A Participant may accumulate excess hours to a maximum of 780 hours or six (6) months.**
 - g. **Reserve Hour Bank – May Be Cancelled.** The Board of Trustees reserves the right to reduce and/or terminate your Reserve Hour Bank at any time, including hours previously earned but not used. **There is no vested right to such benefits.**
 - h. **Reserve Hour Bank – May be Exhausted due to Retirement and Death (of Active Plan Participant).** You and/or your eligible Dependents will be able to exhaust your Reserve Hour Bank at no additional cost if due to:
 - (1) **Retirement:** When you Retire, Active coverage may continue until you have exhausted the hours in your Reserve Hour Bank.
EXAMPLE: *If you have 260 hours in your Reserve Hour Bank upon retirement, you will receive 2 additional months of Active Eligibility.*

- (2) **Death:** Upon death (Active Plan Participant), Active coverage for your Eligible Dependent(s) may continue as long as you have sufficient hours in your Reserve Hour Bank. After your Reserve Hour Bank exhausts, your Surviving Spouse and/or Dependent(s) may qualify for COBRA Continuation Coverage or Plan Continuation Coverage under the Retiree Health and Welfare Plan (if you qualify). Please refer to Article XI and Article XIII to see if you qualify.

EXAMPLE: *If the Plan Participant has 260 hours in his or her Reserve Hour Bank on June 1st based on April hours and the Plan Participant passes away in June, his or her eligible Dependents would receive 2 additional months of Active Eligibility.*

Please refer to Article XIII for additional information regarding the Retiree Health & Welfare Plan.

C. JURY DUTY (CERTAIN ACTIVE PARTICIPANTS ONLY)– Plan Amendment

ACTIVE Participants (*not applicable for those working under the Residential, PG&E, Helper, Non-Bargained, Tradesmen/Servicemen and Certain Other Agreements*)

Article XVIII – Effective August 1, 2020

Effective August 1, 2020, Jury Duty Benefits will be administered entirely by the UA Local 342 Business Office. This means that starting August 1, 2020, the UA Local 342 Business Office will be handling your Jury Duty Benefit applications and payment. A Separate document containing the Jury Duty Benefit rules will be available through the UA Local 342 Business Office and on UA Local 342’s website. Please contact the UA Local 342 Business Office for more information.

Please note that Jury Duty Benefits will no longer be administered, provided for or paid through the NCPT Health and Welfare Plan.

Effective August 1, 2020, Jury Duty Benefits (Article XVIII) has been entirely removed from the Summary Plan Description Booklet.

D. RETIREE HEALTH AND WELFARE PLAN – Plan Amendment

RETIRED Participants

Article XIII, Section 9 – Effective with July 2020 hours (September 2020 eligibility)

Effective with July 2020 hours (September 2020 eligibility), the Board of Trustees has amended Article XIII, Retiree Health and Welfare Plan, Section 9 of the Northern California Pipe Trades Health and Welfare Plan, as follows:

Effective with July 2020 hours (for September 2020 eligibility), the Summary of Agreements and Benefits has been amended to change the hours required for monthly eligibility under the Master Labor Agreement and other Applicable Agreements from 125 hours to 130 hours per month (does not apply to employees covered under the Residential Agreement and like Agreements). The Plan has also been amended to change the maximum Reserve Hour Bank from 750 hours to 780 hours for contracts permitting a six (6) month Reserve Hour Bank and from 250 hours to 260 hours for contracts permitting a two (2) month Reserve Hour Bank (does not apply to the Residential Agreement and like Agreements). In addition, the Plan has been amended to change initial eligibility requirements for any contract that requires 125 hours in a consecutive six (6) month period to 130 hours.

9. Warning about Re-employment:

- (a) Retirees may return to Covered Employment one time without becoming ineligible for Retiree Health and Welfare Benefits. **Thereafter**, if a Retiree returns to Covered Employment within the Pipe Trades Industry (“Industry Service”) that is not pre-approved by the Board of Trustees, the Retiree shall **immediately upon such reemployment become ineligible for Benefits and shall thereafter be ineligible for Retiree Health and Welfare Benefits.** even if he or she terminates such Industry service. As a result, before engaging in any employment in the Pipe Trades Industry after retirement that might in any way be considered “Industry Service”, a Retiree should submit a written request to the Trust Fund Office for review and determination by the Board of Trustees as to whether such employment might adversely affect his or her Retiree Health and Welfare Benefits.

- (b) If a Retiree returns to Covered Employment within the Pipe Trades Industry, which is pre-approved by the Board of Trustees of the Northern California Pipe Trades Pension Plan, such employment will not adversely affect his or her Retiree Health and Welfare Benefits. For Retirees who have obtained pre-approval by the Board of Trustees to return to Covered Employment within the Pipe Trades Industry, Health and Welfare Benefits would be handled as follows:

Retiree and eligible Dependents with Medicare	Non-Medicare Retirees and Retirees without Retiree Health and Welfare Coverage
<ul style="list-style-type: none"> • You will be allowed to maintain coverage under the Retiree Health and Welfare Plan until such time as you gain <u>Active</u> Health Plan coverage. • Initial eligibility requirements for <u>Active</u> Health Plan coverage are waived. You are required to complete a new <u>Active</u> Enrollment/Change Form. • If you or any enrolled Dependent has Medicare, once you gain <u>Active</u> Health Plan coverage, Medicare will be secondary payer. As a result, the Medicare eligible individual(s) will need to immediately complete a Blue Shield Medicare D Disenrollment Form or Kaiser Senior Advantage Plan (“KPSA”) Disenrollment Form. • You will be enrolled in the <u>Active</u> Health Plan under your current Health Plan option (Blue Shield or Kaiser) • You will be eligible for all Active benefits in accordance with the Health and Welfare Plan rules. • You will not be required to pay monthly premiums if you work a minimum of 130 hours per month. <i>As a reminder, eligibility is skip-month, so hours worked in May, will provide July eligibility; so premiums would not be due for July.</i> • You can accumulate excess hours up to a maximum of 6 months (780 hours) in a Reserve Hour Bank. • If you do not have Eligibility, you qualify for Active Subsidized Self-Pay for a month in which you do not gain eligibility through hours worked. • Once you cease working and have exhausted <u>Active</u> Health and Welfare eligibility, you are permitted to re-enroll in the <u>Retiree</u> Health Plan and will be responsible for payment of premiums, if applicable. You will be required to complete a new <u>Retiree</u> Health and Welfare Plan Enrollment/Change Form. • If you or any enrolled Dependent has Medicare, once you re-enroll in the <u>Retiree</u> Health and Welfare Plan coverage, Medicare will be the primary payer. The Medicare eligible individual(s) will need to immediately complete a Blue Shield Medicare D Enrollment Form or Kaiser Senior Advantage Plan (“KPSA”) Enrollment Form. 	<ul style="list-style-type: none"> • Initial eligibility requirements are waived. • You will be required to enroll in an <u>Active</u> Health Plan option (Blue Shield or Kaiser). You are required to complete a new <u>Active</u> Enrollment/Change Form. • You will be eligible for all Active benefits in accordance with the Health and Welfare Plan rules. • You will not be required to pay monthly premiums if you work a minimum of 130 hours per month. <i>As a reminder, eligibility is skip-month, so hours worked in May, will provide July eligibility; so premiums would not be due for July.</i> • You can accumulate excess hours up to a maximum of 6 months (780 hours) in a reserve hour bank. • If you do not have Eligibility, you qualify for Active Subsidized Self-Pay for a month in which you do not gain eligibility through hours worked.

At the time a Retiree ceases working, and all known contributions are received, after exhausting any Reserve Hour Bank, Retiree Health and Welfare premium deductions (if applicable) will be implemented. Please be aware that if you remain employed beyond the time pre-approved by the Board of Trustees, it may adversely affect your entitlement to Retiree Health and Welfare Benefits. As a reminder, if you were not eligible for Retiree Health and Welfare Benefits prior to this Return to Covered Employment, you will not be later eligible for Retiree Health and Welfare Benefits in the future.

E. GENERAL PROVISIONS
TEMPORARY COVID-19 TESTING, SERVICES, TREATMENT AND VACCINE COVERAGE
Plan Amendment
ACTIVE and RETIRED Participants
Article XXI, Section R– Effective March 18, 2020

Effective March 18, 2020, Subsection R. on COVID-19 testing, services, treatment and vaccine coverage has been added to Article XXI of the Plan.

R. COVID-19 Testing, Services, Treatment, and Vaccine Coverage During Public Health Emergency

1. **Testing and Diagnostic Services Coverage.** Effective for services rendered on or after March 18, 2020 and during the period of the COVID-19 Public Health Emergency period, the Plan will cover through both the Kaiser Permanente HMO Plan (“Kaiser Plan”) and Blue Shield of California HMO and PPO Plans (“Blue Shield Plans”) the following tests (for both in-network and out-of-network) to detect the SARS-COV-2 or COVID-19 (also known as the Coronavirus) for the diagnosis of the virus that causes COVID-19 (including serological tests, aka antibody test) at no cost sharing:
 - a) Tests approved, cleared, or authorized by the Federal Drug Administration (“FDA”);
 - b) A test that developers intend or has requested FDA authorization for emergency use;
 - c) A state authorized test and the state has notified the Department of Health and Human Services; and
 - d) Any other test that the Secretary of Health and Human Services determines appropriate in guidance developed during the COVID19 Public Health Emergency period.

This COVID-19 coverage extends to any diagnostic services or items provided during a medical visit including an in-person or telehealth visit to a doctor’s office, urgent care center, or any emergency room that results in an order for an administration of the SARS-COV-2 or COVID-19 testing or screening. Prior authorizations or other medical management requirements is not required for diagnostic services related to COVID-19 testing.

NOTE: The Plan (through its insured carriers) will not cover employer-mandated-return to work testing meaning COVID-19 tests (including Antibody tests) conducted to screen for general workplace health and safety unless it is ordered by a health care provider that sees a medical necessity for the test intended for individualized diagnosis or treatment and the COVID-19 test and/or Antibody test meets federal mandate (as indicated above). Please contact your respective Employer for any employer-mandated-return to work testing questions about coverage.

2. **COVID-19 Qualifying Preventive Service and Vaccination Coverage.** Effective April 1, 2020, and subject to further government guidance the Plan will also cover through both the Kaiser Permanente HMO Plan and Blue Shield of California HMO and PPO Plans any qualifying coronavirus preventive services defined as an item, service, or immunization that is intended to prevent or mitigate COVID-19 that has received either an “A” or “B” in the recommendation of the United States Preventative Services Task Force (“USPSTF”) or the Advisory Committee on Immunization Practices of the Centers for Disease Control or Prevention (“CDC”). The Plans will also cover, at no cost, any COVID-19 vaccine (that becomes available) if recommended by USPSTF or Advisory Committee on Immunization Practices of the CDC.
3. **COVID-19 Treatment Coverage.** Effective March 1, 2020, through December 31, 2020, (or possibly longer if Blue Shield’s policy is extended) if a Blue Shield Plan Participant or Dependent is diagnosed with COVID-19, charges for treatment of COVID-19 (including hospital admission, transportation, and pharmacy services) will be covered in accordance with the terms and conditions set forth in the Evidence of Coverage pursuant to the terms and conditions of the Plan. Cost sharing (e.g. copayments, coinsurance, deductibles) related to a positive COVID-19 diagnosis and treatment will be waived.

Effective April 1, 2020, through December 31, 2020, unless superseded by government action or extended by Kaiser, if a Kaiser Plan Participant or Dependent is diagnosed with COVID-19 charges, out-of-pocket costs or copayments related to positive COVID-19 diagnosis and treatment (including hospital stays) will be waived by Kaiser.

For more information on Kaiser’s COVID-19 antibody testing and coverage policies, you can contact Kaiser Member Services directly at 800/464-4000, or you can visit: <https://healthy.kaiserpermanente.org/northern-california/health-wellness/coronavirus-information/testing#antibody-testing>

For more information on Blue Shield’s COVID-19 antibody testing and coverage policies, you can contact Blue Shield Member Services directly at 855/256-9404, or you can visit: <https://www.blueshieldca.com/coronavirus/getting-care>.

**F. HEALTH REIMBURSEMENT ACCOUNT (“HRA”) SUPPLEMENTAL ACCOUNT
USE OF SUPPLEMENTAL ACCOUNTS – QUALIFIED EXPENSES – Plan Amendment
Active and Retired Participants
Appendix I, Article 2, Section 2.a.(iv) of the Plan – Effective January 1, 2020**

Effective January 1, 2020, the Plan’s Qualified Expenses for reimbursement under the Health Reimbursement Account (“HRA”) have been amended pursuant to Section 3702 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to include coverage on over-the-counter medicines and drugs and menstrual care products as follows.

- 2. Qualified Expenses.** Any Active or Retired Participant who is eligible for benefits under this Plan may be reimbursed from his or her Supplement Account for any Qualified Expenses that are not otherwise covered under the Plan. A Retired Participant who is receiving a benefit under the NCPT Pension Plan but who is not covered as a Retiree under this Plan may also be reimbursed for Qualified Expenses. To qualify for payment through a Participant’s Supplemental Account an expense must satisfy all of the following requirements:
- a. The expense must have been for medical care as defined in Internal Revenue Code § 213(d), except as follows:
 - (iv) Effective for expenses incurred on or after January 1, 2020, Qualified Expenses extend to:
 - (a) Over-the-counter (“OTC”) medicines and drugs without a prescription; and
 - (b) Menstrual care products (defined as tampons, pads, liners, cups, sponges, and similar products used by the individual with respect to menstruation or other genital-tract secretions.).

**G. HEALTH REIMBURSEMENT ACCOUNT (“HRA”) SUPPLEMENTAL ACCOUNT
USE OF SUPPLEMENTAL ACCOUNTS – DEATH OF A PARTICIPANT / FORFEITURES
Plan Amendment
ACTIVE and RETIRED Participants
Appendix I, Article 2, Section 6.b. of the Plan – Effective January 1, 2020
Appendix I, Article 2, Section 7 of the Plan – Effective January 1, 2020**

Effective January 1, 2020, the Plan has modified the Plan’s Forfeiture Rules for Surviving Dependents of a deceased Participant and when there is a small account balance.

6. Death of Participant and Forfeiture Rules.

- (b) Upon the Participant’s death, if the Participant **has** eligible Surviving Dependent(s) (defined as a covered Eligible Dependent Spouse or Child under the Plan or a Dependent within the meaning of Internal Revenue Code § 152) the Participant’s Eligible Surviving Dependent(s) will continue to have access to the HRA Account and receive reimbursements for related Qualified Expenses incurred under this Plan or another Group Health plan by the Surviving Dependent(s) until the HRA account reaches a zero balance. Claims for reimbursement by any Surviving Dependent(s) of allowable Qualified Expenses must be submitted to the Plan Administrator **as soon as reasonably possible** from the date of Participant’s death. Effective January 1, 2020, claims for reimbursement by any Surviving Dependent(s) with qualifying medical expenses incurred under this Plan or another Group Plan can receive reimbursements until the remaining account balance of the Deceased Participant is exhausted.

- 7. Small Account (\$10 or less) Balance Forfeiture.** Effective January 1, 2020, for any Account with a balance of ten dollars (\$10) or less, if no contributions are received for a twelve (12) consecutive month period, the Account will be permanently forfeited and the balance will revert to the Plan.

IN ACCORDANCE WITH THE REQUIREMENTS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), THIS DOCUMENT SERVES AS A SUMMARY OF MATERIAL MODIFICATIONS (“SMM”) TO THE PLAN AND SUPPLEMENTS THE RESTATED SUMMARY PLAN DESCRIPTION THAT HAS BEEN SEPARATELY PROVIDED TO YOU. YOU SHOULD RETAIN THIS DOCUMENT WITH YOUR COPY OF THE RESTATED SUMMARY PLAN DESCRIPTION.

If you have any questions, please contact the Trust Fund Office at 925/356-8921, ext. 246.

Respectfully submitted,
Fund Manager
On Behalf of the Board of Trustees