

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



FEBRUARY 2025

TO: ACTIVE PARTICIPANTS

**RE: SUMMARY OF MATERIAL MODIFICATONS 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 is pleased to provide you with the following summary of recent changes made to the Plan.

A. SUMMARY OF AGREEMENTS AND BENEFITS – Plan Amendment

ACTIVE Participants

Article II.

Review this table below according to your classification. 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 reciprocity hours are prorated at the standard Master Labor Agreement Contribution rate for Active coverage. Please refer to Article IV for additional information.

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

<u>Classification</u>	<u>Initial Eligibility Requirement</u>	<u>Hours Required for Monthly Eligibility</u>	<u>Reserve Hour Bank ("RHB")</u>	<u>Active Subsidized Self-Payment</u>	<u>Disability Extension Benefit</u>
<u>RESIDENTIAL</u> (KAISER ONLY)	120 hours in consecutive 6-mos.	120	1 mo. Max (120 hours) -OR- 3-mos. Max (360 hours) if worked 1200 hours in each of the preceding 2 calendar years	4-mos. Max & overall 6-mos. Max in rolling 36-month period	NO
<u>RESIDENTIAL LIGHT COMMERCIAL (RLC)</u> (KAISER ONLY)					
<u>SERVICEMAN</u> (Other Applicable Agreements) (KAISER ONLY)	300 hours in consecutive 6-mos.	130	6-mos. Max (780 hours)	4-mos. Max & overall 6-mos. Max in rolling 36-month period	NO
<u>TRADESMAN</u> (KAISER ONLY)	300 hours in consecutive 6-mos.	130	2-mos. Max (260 hours)	4-mos. Max & overall 6-mos. Max in rolling 36-month period	NO
<u>UA NATIONAL DISTRIBUTION AGREEMENT</u> (KAISER ONLY)	300 hours in consecutive 6-mos.	130	6-mos. Max (780 hours)	12-mos. Max & overall 18-mos. Max in rolling 36-month period	NO

**B. ELIGIBILITY RULES – Plan Amendment
ACTIVE PARTICIPANTS
Article III, Section A, Subsection 2.a.**

Employees working under the Master Labor Agreement, Shortline Agreement, and certain Other Applicable Agreements are entitled to RHW coverage, if all RHW eligibility requirements are met. Employees under the Master Labor Agreement ("MLA") may be entitled to Active Subsidized Self-Payments for up to 12 consecutive months with an overall maximum of 18 months in each month's previous consecutive 36 month period (e.g., rolling 36 months). Employees working under the MLA, Shortline Agreement, and certain Other Applicable Agreements may be entitled to the Disability Extension Benefit for continued coverage under the Plan.

**C. ELIGIBILITY RULES – Plan Amendment
ACTIVE PARTICIPANTS
Article III, Section A, Subsection 2.b**

Provisions that apply to the Residential/RLC Agreements for New Construction:

- (i) Employees (including their eligible Dependents) may only enroll in Kaiser and are entitled to life insurance, dental, orthodontics, and vision benefits. However, the bargaining parties and/or the Board of Trustees have the discretion to waive the Kaiser enrollment requirement for Employees under limited special circumstances.
- (ii) Employees are NOT entitled to RHW coverage or Disability Extension Benefit for continued coverage because of their lower contribution rate.
- (iii) Employees may be entitled to Active Subsidized Self-Payment for up to four (4) consecutive months with an overall maximum of six (6) months in each month's previous consecutive 36-month period (e.g., rolling 36 months).

D. ELIGIBILITY RULES – Plan Amendment

ACTIVE PARTICIPANTS

Article III, Section A, Subsection 2.c

Provisions that apply to the Helper and Safety Attendant Levels 2 through 4 Classifications:

- (i) There is a maximum of two (2) months RHB for Employees working under the Helper and Safety Attendant Classification.
- (ii) Employees are NOT entitled to RHW coverage or Disability Extension Benefit for continued coverage because of their lower contribution rate.
- (iii) Employees may be entitled to Active Subsidized Self-Payments for up to four (4) consecutive months with an overall maximum of six (6) months in each month's previous consecutive 36-month period (e.g., rolling 36 months).

E. ELIGIBILITY RULES – Plan Amendment

ACTIVE PARTICIPANTS

Article III, Section A, Subsection 2.d

The following provision(s) apply to all Tradesmen working under the Refrigeration and Air Conditioning Agreement and Food Store Addendum:

- (i) All Tradesmen and Applicable Employees (including their eligible Dependents) must enroll in Kaiser and are entitled to life insurance, dental, orthodontic, and vision benefits. However, the bargaining parties and/or the Board of Trustees have the discretion to waive the Kaiser enrollment requirement for Participants under limited special circumstances.
- (ii) Employees are NOT entitled to RHW coverage or Disability Extension benefit for continued coverage because of their lower contribution rate.
- (iii) A Participant may accumulate excess hours of up to a maximum of 260 hours or two (2) months in their RHB.
- (iv) Employees may be entitled to Active Subsidized Self-Payment for up to four (4) consecutive months with an overall maximum of six (6) months in each month's previous consecutive 36-month period (e.g., rolling 36 months).

The following provision(s) apply to all Servicemen working under the Refrigeration and Air Conditioning Agreement and Food Store Addendum:

- (i) All Servicemen and Applicable Employees (including their eligible Dependents) must enroll in Kaiser and are entitled to life insurance, dental, orthodontic, and vision benefits. However, the bargaining parties and/or the Board of Trustees have the discretion to waive the Kaiser enrollment requirement for Participants under limited special circumstances.
- (ii) Employees are NOT entitled to RHW coverage or Disability Extension Benefit for continued coverage because of their lower contribution rate.
- (iii) A Participant may accumulate excess hours of up to a maximum of 780 hours or six (6) months in their RHB.
- (iv) Employees may be entitled to Active Subsidized Self-Payment for up to four (4) consecutive months with an overall maximum of six (6) months in each month's previous consecutive 36-month period (e.g., rolling 36 months).

F. CONTINUATION OF COVERAGE (ACTIVE PARTICIPANTS ONLY) – Plan Amendment

ACTIVE SUBSIDIZED SELF-PAY

Article X, Section A, Subsection 1.d

- d. Must have been covered under the Plan for at least 12 consecutive months immediately preceding the loss of coverage based on: (a) hours worked in a classification/contract that provides this benefit; and/or (b) RHB; and/or (c) Active Subsidized Self-Payment (excluding COBRA Continuation of Coverage); and/or (d) Disability Extension Benefit or the Participant worked a minimum of 1500 hours in a classification/contract that provides this benefit during the 24 months immediately preceding the coverage termination date; **and**

G. CONTINUATION OF COVERAGE (ACTIVE PARTICIPANTS ONLY) – Plan Amendment
ACTIVE SUBSIDIZED SELF-PAY
Article X, Section A, Subsection 2.d

- d. Must have been covered under the Plan for at least 12 consecutive months immediately preceding the loss of coverage based on: (a) hours worked in a classification/contract that provides this benefit; and/or (b) RHB; and/or (c) Active Subsidized Self-Payment (excluding COBRA Continuation of Coverage); and/or (d) Disability Extension Benefit or the Participant worked a minimum of 1500 hours in a classification/contract that provides this benefit during the 24 months immediately preceding the coverage termination date; **and**

H. CONTINUATION OF COVERAGE (ACTIVE PARTICIPANTS ONLY) – Plan Amendment
DISABILITY EXTENSION BENEFIT
Article X, Section B

B. DISABILITY EXTENSION BENEFIT

1. **Eligibility for Coverage:** You may be eligible for an extension of Health and Welfare Coverage under the Plan if you are disabled and meet ALL the below requirements and your State Disability or Worker's Compensation Claim Effective Date takes place on or after March 1, 2025:
 - a. Remain a member in good standing with UA Local 342; **and**
 - b. Must be current on paying Union Dues to UA Local 342 and have not been charged or owed a reinstatement fee to UA Local 342 within the three (3) months immediately preceding your State Disability Insurance or Workers Compensation Claim Effective Date; **and**
 - c. There is no monetary value owed to the Health and Welfare Plan due to outstanding Overpayment (on behalf of an ineligible Dependent) that has not yet entered into a Repayment Agreement, or if a Repayment Agreement is in effect, then you must be current on monthly repayments; **and**
 - d. Must have at least 12 consecutive months of Active Eligibility (ending with the month of the Claim Effective Date) through hours worked, RHB, Disability Extension, or Active Subsidized Self-Payments (excluding COBRA); **OR** must have at least one (1) month of Active Eligibility through hours worked, RHB, Disability Extension, or Active Subsidized Self-Payments (excluding COBRA) in the three (3) month period immediately preceding your Claim Effective Date **AND** have worked at least 1500 hours in Covered Employment during the 36-months immediately preceding your Claim Effective Date; **and**
 - e. Proof of 14 consecutive days of State Disability or Workers Compensation payment during a month in which the Participant is deemed disabled (unable to work due to an occupational disability in which Workers Compensation is being received or due to a non-occupational disability in which State Disability Insurance is being received) must be provided to the TFO in order to receive the Disability Extension, and continued proof will be required each month in order to extend benefits; **and**
 - f. Not currently receiving a Retirement Benefit from the Northern California Pipe Trades Pension Plan; **and**
 - g. The application for Disability Extension Benefit must be received within 60 days of your Claim Effective Date and is approved by the Plan and/or its authorized delegates.
2. **Skip Month Rules Apply:** The Plan's skip month rules apply under the Disability Extension Benefit. Refer to Article III, Section A, Subsection 2 for further explanation of the skip month process.
3. **Lifetime Maximum:** A maximum of 24-months of Disability Extension Benefit is permitted per Participant's lifetime (or if the program is eliminated) from the effective date that the Benefit is being reinstated.
4. **Maximum:** A Participant who is eligible to receive the Disability Extension Benefit may be entitled to receive a maximum of six (6) months of Disability Extension per period of disability within a one (1) year period.
5. **RHB:** During periods of Disability Extension Benefit, a Participant's RHB will be frozen.
6. **Exclusions:** Certain contracts (such as Residential, Tradesmen, Non-Bargaining Units, etc.) are not eligible for the Disability Extension Benefit due to the lower contribution rate. Refer to Article III, Section A for exclusions under certain contracts.

The Board of Trustees has the right to amend, modify, revoke, or terminate these Disability Extension Benefit provisions, in whole or in part, at any time.

I. RETIREE HEALTH AND WELFARE PLAN – Plan Amendment
ELIGIBILITY RULES
Article XIII, Section A, Subsection 1

A. ELIGIBILITY RULES

A Participant must meet all of the following requirements:

1. To be eligible for RHW coverage, a Participant must have been eligible through hours worked, including maintaining the minimum amount of hours in the RHB, Active Subsidized Self-Payment, **or Disability Extension**, under a contract/classification that provides RHW Employer Contributions through the Northern California Pipe Trades Health and Welfare Active Plan (“NCPT Active Plan”) and one of the following:
 - a. Have been eligible under the NCPT Active Plan for at least 12 months of the last 18 consecutive months immediately preceding their Date of Retirement (excluding COBRA payments and Incoming Reciprocity) under a contract/classification that provides for and contributes the required amount of Employer Contributions to the RHW Plan. For any Participant retiring under this Plan, the 12 out of the last 18 consecutive months requirement is waived for certain government work provided the Participant worked continually in such Government Employment from the time they left Covered Employment (unless on the UA Local 342’s “out of work” list between such work and their Covered Employment) to their Date of Retirement or later. Such government work must be work that is in the Plumbing and Pipefitting Industry as determined by the Board of Trustees, with input from UA Local 342. The Participant must provide proof of such government work from their Employer as requested by the TFO and otherwise must cooperate with the TFO for any request for documentation of such work; **or**
 - b. Have worked at least 1500 hours in Covered Employment under a contract/classification that provides for and contributes the required amount of Employer Contributions to the RHW Plan in the 24-month period immediately preceding their Date of Retirement (excluding Incoming Reciprocity); **or**
 - c. Have been eligible for at least one (1) month in the 18-month period immediately preceding their Date of Retirement, providing the Participant has earned at least 25 Benefit Credits and 25 Vesting Credits (excluding Pro Rata Reciprocal Vesting Credits and Contiguous Service Vesting Credits) and has not had a gap in coverage in the Active Plan of more than 36 continuous months in the 10-year period immediately preceding their Date of Retirement.

J. RETIREE HEALTH AND WELFARE PLAN – Plan Amendment
ADDITIONAL REQUIREMENTS
Article XIII, Section B, Subsection 8

8. **Surviving Dependent Coverage:** When a Retiree (who meets all RHW eligibility requirements) passes away and the Surviving Spouse/Dependent is eligible for and elects Surviving Dependent Health and Welfare Benefits (which are the same as RHW coverage), the Plan provides for continued coverage for eligible Dependents at the Surviving Dependent Coverage monthly premium rate effective the month following the Participants death.

In addition to other eligibility requirements, a Surviving Dependent Spouse must be married to the Participant for at least one (1) year prior to the Retiree’s death in order to continue Surviving Dependent Coverage under the Plan.

If the Retired Participant’s Surviving Dependent Spouse and/or Surviving Dependent Child(ren) were eligible and enrolled as Dependents under the Participant’s RHW Plan at the time of the Participant’s death, the Surviving Spouse and/or Surviving Dependent Child(ren) may continue coverage offered at rates determined by the Board of Trustees. Surviving Spouse who remarry lose coverage immediately (effective the last day of the month of marriage). In addition, any Surviving Dependent Child(ren) would only be eligible to continue coverage providing that they continue to meet all other Plan requirements for Dependent Child(ren) including age requirements. Refer to Article VII, Sections D, E, F, and G. For Surviving Dependent Child(ren) when reviewing the Eligibility Requirements section, the term “Participant” should be substituted with Surviving Dependent.

If the Surviving Dependent has alternate coverage at the time they are eligible for the Continuation of Coverage, they may choose to delay the RHW coverage until termination of the alternate coverage, provided they notify the TFO in writing within a reasonable time prior to the other coverage's termination date and subject to proof of such termination of prior coverage.

If the Participant's Surviving Dependent owes any amount to the Plan as a result of the Participant having enrolled and/or maintained an ineligible Dependent in the Plan and fails to repay and such amount was discharged in the U.S. Bankruptcy Court or any other Court, then the Surviving Spouse and/or Dependent Child(ren) do not qualify for Surviving Dependent Health and Welfare coverage.

A Surviving Spouse Dependent of a deceased Active Participant may be offered Surviving Dependent coverage under the RHW Plan providing ALL of the following requirements are met:

- a. If the Surviving Dependent is a Dependent Spouse, the Spouse was married to the Participant for at least one (1) year prior to the Active Participant's death; **and**
- b. The Surviving Dependent Spouse and/or Surviving Dependent Child(ren) were eligible and enrolled as Dependents under the Participant's Active Health and Welfare Plan at the time of the Participant's death, excluding Domestic Partners; **and**
- c. At the time of the Participant's death, they accrued a minimum of ten (10) Benefit Credits and ten (10) Vesting Credits, excluding Pro-Rata Reciprocal Vesting Credits and/or Contiguous Service Vesting Credits, and without a Permanent Break in Service under the Northern California Pipe Trades Pension Plan; **and**
- d. The Participant had Active Eligibility through hours worked, RHB, Disability Extension, or Active Subsidized Self-Payment (excluding COBRA payments and Reciprocity) under the NCPT Active Plan for at least 12 months of the last 18 consecutive months immediately preceding the month of death in a classification that provides contributions to the RHW Plan; **and**
- e. The Participant worked at least 1000 hours in Covered Employment during the 36 months immediately preceding the Participant's month of death in a classification which provides contributions to the RHW Plan (excluding Incoming Reciprocity); **and**
- f. The Participant was a member in good standing with UA Local 342 at the time of death.

<p>K. RETIREE HEALTH AND WELFARE PLAN – Plan Amendment ADDITIONAL REQUIREMENTS Article XIII, Section B, Subsection 11</p>
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11. No Disability Extension After Retirement: A Participant is not eligible for the Disability Extension Benefit beyond the Date of Retirement, as Active Benefits cannot be granted during a period of Retirement. If a Disability Extension has been granted and a Participant retires retroactively, the Disability Extension will be removed and the RHB will be used to provide eligibility (if applicable). During periods of Full-Employment, a Retired Participant may be covered under the Disability Extension on the Active Plan for the months the Participant qualified for the benefit and remained covered under the Active Plan. Refer to Article X, Section B for an explanation on the Disability Extension Benefit.

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 (WHICH IS ALSO THE PLAN DOCUMENT) 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