FIVE RIVERS CARPENTERS DISTRICT COUNCIL HEALTH & WEFLARE FUND
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SUMMARY OF MATERIAL MODIFICATIONS

Effective May 1, 2015, the Five Rivers Carpenters District Council Health and Welfare Plan is amended to increase the amount of contribution credit required to be accumulated in the Participant's accumulated DB and HRA accounts for eligibility from $2,675 to $2,725. The specific provisions of your Summary Plan Description that reference this rate are under the Plan heading "**ELIGIBILITY, FUNDING, ENROLLMENT AND TERMINATION PROVISIONS**" starting on page 7, amended as follows:

The Initial Eligibility for Participants Working Under a Collective Bargaining Agreement section on page 8 of the Summary Plan Description shall be deleted in its entirety and replaced with the following:

1. **Initial Eligibility for Participants Working Under a Collective Bargaining Agreement**

Once a Participant has accumulated $2,725 in the sum of the DB and the HRA accounts within 12 consecutive months in covered employment under a Local Union Contract to which contributing employers are signatory, the Participant will gain initial eligibility into the Health & Welfare plan. Benefit coverage will begin the first of the month following the month the $2,725 of contribution was **RECEIVED** at the Fund Office. The following is an example:

Month A	The Following Month B	The Following Month C
You meet your $2,725 dollar eligibility requirement…	The Contractor reports your contributions worked for prior Month A to THIRD-PARTY ADMINISTRATOR	The Third-Party Administrator then sends Notice of eligibility beginning the **FIRST OF THE MONTH C**

So, for example, if you reached $2,725 in January, your coverage begins March 1st.

The Employee's eligibility after the first quarter of eligibility will be determined under the provisions for Continuation of Eligibility. For initial eligibility, the Participant's accumulated DB and HRA accounts in the initial eligibility quarter will be charged at the rate of $908.33 per month for the number of months remaining in the initial quarter in which the Participant attained eligibility. For example, the Participant who attained their $2,725th work contribution in January would be eligible for benefits March 1st. March is the third month of the first coverage quarter (see coverage quarters following). Since only one month (March) remains in the coverage month quarter, the Participant's accumulated DB and HRA accounts would be deducted on the 1st of March in the amount of $908.33.

The Continuation of Eligibility section on page 8 of the Summary Plan Description shall be deleted in its entirety and replaced with the following:

2. **Continuation of Eligibility**

Once a Participant becomes eligible, he/she will continue to be covered under the Plan of Benefits for a coverage quarter. Eligibility will continue for subsequent coverage quarters, unless there is a terminating event, as long as the Participant has $2,725 of contribution credit in his/her accumulated DB and HRA accounts at the beginning of such period. A Coverage Quarter is defined according to the following schedule:

CONTRIBUTION QUARTERS	BENEFIT QUARTERS
Work Performed During	Determines Eligibility for
September, October, November	January, February, March
December, January, February	April, May, June
March, April, May	July, August, September
June, July, August	October, November, December

*The **CONTINUATION OF ELIGIBILITY WITHOUT EMPLOYER CONTRIBUTIONS** section on page 9 of the Summary Plan Description shall be deleted in its entirety and replaced with the following:*

CONTINUATION OF ELIGIBILITY WITHOUT EMPLOYER CONTRIBUTIONS

Participants will continue to be covered by the Plan of Benefits so long as a Participant has dollars accumulated in their DB and HRA accounts sufficient to continue their coverage. Participant's coverage shall be terminated at the end of the coverage quarter when the Participant's account is reduced to zero. Participant's accounts will be reduced to zero when:

1. The Participant stops working for contributing employers when such work is otherwise available; or,

2. A Participant is promoted by an employer to an employment category not covered by the Collective Bargaining Agreement in effect between the employer and the union at the time of such promotion; or,

3. Participant's accounts are less than $2,725 at the beginning of an eligibility quarter, due to unemployment and Participant does not make up the difference in self-contribution for the quarter.

4. A Participant goes to work for an Employer in the Carpentry industry who is not signatory to a Collective Bargaining Agreement with a Local Carpenters Union.

*The **REINSTATEMENT** section on page 9 of the Summary Plan Description shall be deleted in its entirety and replaced with the following:*

REINSTATEMENT

If a Participant's coverage ceases because of insufficient hours, the Participant may qualify for coverage at the beginning of a coverage quarter once the Participant has at least $2,725 accumulated in the Participant's accumulated DB and HRA accounts, within a 12 consecutive month period.

If a Participant's coverage ceases because the Participant stopped working for a covered Employer, when work was available, or the Participant was promoted to a category not covered by a Collective Bargaining Agreement, the Participant will be required to satisfy the initial eligibility requirements. Those Participants promoted to a category not covered by the Collective Bargaining Agreement may within 30 days of such promotion request their DB and HRA accounts be frozen for 12 months from the month commencing after they were promoted and if they return to the Bargaining Unit within the 12 month period they should have, upon their request in writing to the Third-Party Administrator within 30 days of their return to the Bargaining Unit, their accounts unfrozen.

*The **RETURN TO JURISDICTION (REINSTATEMENT OF ELIGIBILITY)** section on page 10 of the Summary Plan Description shall be deleted in its entirety and replaced with the following:*

RETURN TO JURISDICTION (REINSTATEMENT OF ELIGIBILITY)

When an Employee returns to covered employment in the signatory Local Union's jurisdiction, their eligibility will be reinstated in this Plan on the date they first perform covered employment for an Employer required to contribute to this Fund, provided:

1. The Employee filed the required written request and terminated their prior eligibility according to the procedure described in paragraph (3) above; and

2. The Employee returns to covered employment in a signatory Local Union's jurisdiction within twelve (12) calendar months of their eligibility being terminated; and

3. The Employee has at least $2,725 of Employer contributions made to the Fund on their behalf for work performed during the three (3) calendar months immediately prior to the month in which they left the signatory Local Union's jurisdiction and termination occurred.

If the Employee failed to file the required written request, the Employee must satisfy the remaining reinstatement requirements within six (6) months after their eligibility terminates.

If the Employee fails to meet these requirements or if they meet the requirements but return more than twelve (12) months after their eligibility terminates, then the Employee must meet the requirements under "Initial Eligibility" in these Rules to reinstate eligibility.

*The **TERMINATION OF ELIGIBILITY FOR EMPLOYEES AND THEIR DEPENDENTS WHEN ENTERING MILITARY SERVICE** section on page 11 of the Summary Plan Description shall be deleted in its entirety and replaced with the following:*

TERMINATION OF ELIGIBILITY FOR EMPLOYEES AND THEIR DEPENDENTS WHEN ENTERING MILITARY SERVICE

An Employee's or Dependent's eligibility ceases on the date he or she is inducted into the Armed Forces of the United States.

An Employee's DB and HRA accounts, if any, will be kept on the records of the Fund, provided the Employee notifies the Third-Party Administrator's Office in writing that they are entering the Armed Forces of the United States. Such accumulated eligibility will be made available to the Employee upon discharge and return to work for a contributing Employer. If covered employment is available and the Participant is physically fit, they must return to work for a contributing Employer within ninety (90) days after a discharge to retain their rights to their eligibility. The Employee's eligibility and that of their Dependents, if any, is then reinstated on the day they return to work for a contributing Employer. If they fail to return to work for a contributing Employer within ninety (90) days from the date they are discharged, the Employee must again satisfy the Initial Eligibility requirements of these Rules.

The Employee's accumulated accounts will be adjusted on a $908.33 per month basis to reflect the above the same as if it were initial eligibility.