

**SUMMARY OF MATERIAL MODIFICATIONS
TO THE
COMBINED MASTER PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
(Restated April 1, 2022)
of the
HEAT AND FROST INSULATORS LOCAL 34
HEALTH AND WELFARE PLAN**

The Combined Master Plan Document and Summary Plan Description (that is, the Plan Booklet dated April 1, 2022) of the Heat and Frost Insulators Local 34 Health and Welfare Plan has been amended effective January 1, 2026, to incorporate provisions regarding Minnesota Paid Family and Medical Leave (PFML).

- 1. The Plan is amending its provisions regarding “Enrollment” in the Eligibility and Participation Section to provide for up to 90 days to add spouses and dependents to coverage under the Plan as provided below:**

Enrollment

(Applicable to All Covered Employees)

Bargaining unit employees who satisfy the eligibility requirements will automatically receive an enrollment card to be completed and returned to the Plan Administrator. Non-bargaining unit employees and their eligible dependents can be enrolled in this Plan without proof of insurability within 60 days of the employee's hire date or change to eligible status (e.g., changes from part-time to full-time). Enrollment for non-bargaining unit employees is accomplished by the employer adding the employee to the monthly list bill and returning their enrollment card along with the required premium.

Employees may also apply within 90 days of marriage to add coverage for an eligible spouse, retroactive to the date of the marriage. A newborn, adopted, foster, or stepchild can be added within 90 days of the birth, adoption, or official residence in the employee's home, as appropriate. If notice is not provided within 90 days, coverage will be effective the first of the month in which the Plan is notified and provided an enrollment application of the marriage, newborn, adoption or fostering of the child.

- 2. The Plan has amended the provisions regarding FMLA compliance to also reference compliance with Minnesota Paid Family and Medical Leave.**

Minnesota Paid Family and Medical Leave (PFML) and Family and Medical Leave (FMLA)

(Applicable to All Covered Employees)

Participants who are eligible for a leave under the Minnesota Paid Family and Medical Leave (PFML) or under the Family and Medical Leave Act (FMLA) will receive continued Plan coverage if the leave commences while the participant is eligible for benefits under the Plan. In addition, the participant will not subsequently be required to re-qualify under the Plan's eligibility rules solely because of hours not worked during the period of the leave.

Employers *will not* be required to continue contributions to the Plan during the time the employee is out on a Minnesota PFML (or FMLA). For purposes of determining eligibility, participants will be credited with

coverage during the period of leave. When you take a qualifying leave under PFML, the Plan will administratively credit you with daily, weekly or monthly dollar contributions consistent with the duration of your qualifying leave. During the leave, employees may not engage in any work within the industry.

In order to administer this policy, participants must notify the Plan that they are taking PFML. You must complete the Plan's Disability Claim Form to freeze your dollar bank and provide for ongoing coverage under the Plan during the period of your leave. If you do not do so, and contributions for coverage are not made to the Plan, the Plan will draw down your dollar bank to pay for coverage. To protect your dollar bank, you must notify the Plan that you are taking PFML.

If your PFML is for your own serious health condition, please review the Plan's Weekly Accident and Sickness Benefits. The Plan will require you to first take Minnesota PFML before the Plan pays Weekly Accident and Sickness Benefits.

3. The Plan's "Total Disability" provisions in the Section entitled "Cost of Continuation Coverage" are amended to provide as follows:

2. Total Disability: If a bargaining unit employee is determined to be Totally Disabled, the employee will be able to continue their coverage at no cost for up to six (6) months from the end of the month in which they last worked, regardless of the date they were determined to be Totally Disabled. There is no grandfathering of bargaining unit employees determined to be Totally Disabled prior to November 1, 2020. If a bargaining unit employee was determined to be Totally Disabled prior to November 1, 2020 and has already continued coverage for six (6) months from the end of the month they last worked, their coverage will terminate on November 1, 2020.

Thereafter, bargaining unit employees may continue their coverage via COBRA for up to an additional eighteen (18) months after their initial six (6) months of no cost for coverage due to Total Disability. Exception for Terminal Illness: In circumstances where a bargaining unit employee provides a letter to the Plan from their doctor stating (1) the bargaining unit employee's specific condition, and (2) that the bargaining unit employee is terminally ill and has a limited remaining life expectancy, the Plan will reduce the terminally ill bargaining unit employees COBRA premium by 75% for their first 18 months of COBRA coverage.

Dollar Bank Credit: While an employee is Totally Disabled, the employee will receive dollar bank credit commensurate with a pro-rata weekly cost for coverage for each week of total disability, and the cost of continuation coverage will be determined as described in paragraph 1, above.

Total Disability Runs Concurrently with Minnesota Paid Family and Medical Leave: This Total Disability Coverage period will run concurrently with a paid medical leave under the Minnesota Paid Family and Medical Leave Act. See the section entitled Minnesota Paid Family and Medical Leave (PFML) and Family and Medical Leave (FMLA) for more information.

Total Disability Runs Concurrently with COBRA: This Total Disability Coverage period will run concurrently with the 18-month COBRA coverage period. If an employee is no longer disabled prior to the expiration of the 18-month COBRA coverage period, the employee may continue their coverage through the end of the 18-month COBRA coverage period by making the applicable COBRA coverage premium payment(s).

Dollar Bank – Return Before End of 18-month COBRA Coverage Period: If an employee returns from Total Disability to active work before the end of the 18-month COBRA coverage period, any available Dollar Bank dollars will be available for use to reduce COBRA premiums as

described below, but such Dollar Bank dollars will not be used to re-establish coverage for Active eligibility status.

If the employee is unable to establish Active eligibility status based on a combination of hours worked and disability credit hours before the end of the 18-month COBRA coverage period, the employee may pay the applicable COBRA coverage premium to retain coverage. If an employee elects COBRA for that coverage quarter, the premium amount will be reduced by the sum of the Dollar Bank (if any) and disability credit hours. Thereafter, the employee will have to establish active eligibility status via employer contributions or, if unable to have enough dollars contributed to establish active eligibility, continue their coverage by making the required full COBRA premium payment.

Total disability coverage will be extended up to an additional 11 months (thus, up to a total of twenty-nine (29) months) for employees who have received a determination of totally disabled status from the Social Security Administration as described under Duration of Continuation Coverage.

4. The Plan's Weekly Accident and Sickness Benefit is amended to offset benefits against the paid benefits provided by Minnesota Paid Family and Medical Leave (PFML).

Schedule of Accident and Sickness Benefits

Non-bargaining unit employees and COBRA participants are not eligible for this benefit. If a bargaining unit Employee should become Totally Disabled due to a non-occupational illness or injury and is under the continuing care of a physician, this benefit will be payable according to the following Schedule of Benefits to help supplement his/her income during the loss of working time.

Benefits Begin:	
For Injury	1st day of disability
For Illness	8th consecutive day of disability
Benefit Amount:	
Weekly Benefit	\$350
Daily Benefit	1/7 of the weekly allowance
Benefit Maximum	26 weeks

Offset Against Paid Family and Medical Leave (PFML)

Before the Plan will pay Weekly Accident and Sickness Benefits you must first exhaust any available Minnesota Paid Family and Medical Leave (PFML) paid leave benefits for your own serious health condition. Further, the Plan will offset the benefits paid under PFML against the Benefit Maximum of 26 weeks. For example, if you receive twelve (12) weeks of Minnesota PFML, and you remain disabled, you would be eligible for an additional fourteen (14) weeks under the Plan's Weekly Accident and Sickness Benefit.

Description of Accident and Sickness Benefits

If disability is the result of illness, benefits will become payable on the 8th consecutive day that the employee is continuously disabled; if disability is due to an injury, benefit payment begins on the first day the employee is Totally Disabled due to injuries sustained in the accident. However, if a disability commences while an employee is participating in the Plan under COBRA, and the disability continues after

the employee re-qualifies for coverage based on hours worked prior to the commencement of disability, then disability benefits begin on the effective date of such re-qualification. Benefits continue to a maximum of 26 weeks, or until the employee is no longer Totally Disabled whichever occurs first.

Accident and Sickness Benefits will be offset by any other disability benefits payable by any other third-party up to the \$350 weekly benefit maximum. This means that if other disability coverage is payable, that coverage is primary and this Plan's disability benefit will only be payable if the other third-party coverage is less than the Plan's \$350 disability benefit and the Plan's disability benefit will only pay the difference between the third-party benefit and the Plan's \$350 benefit maximum. If the third-party coverage provides a weekly benefit in excess of \$350, this Plan will pay no disability benefit.

**PLEASE KEEP THIS NOTICE WITH YOUR PLAN BOOKLET.
IF YOU HAVE QUESTIONS REGARDING THE PLAN, PLEASE CONTACT THE PLAN
ADMINISTRATOR AT (952) 851-5948.**