

# **SAN FRANCISCO ELECTRICAL WORKERS HEALTH & WELFARE TRUST**

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## **SAN FRANCISCO ELECTRICAL WORKERS HEALTH & WELFARE PLAN**

### **Summary of Material Modification**

#### **NOTICE TO ALL ACTIVE PLAN PARTICIPANTS REGARDING CHANGES TO THE SAN FRANCISCO ELECTRICAL WORKERS HEALTH & WELFARE PLAN**

The Board of Trustees of the San Francisco Electrical Workers (SFEW) Health & Welfare Plan has approved the following change to the SFEW Health & Welfare Plan.

#### **Hours Bank Advance for Non-COBRA Continuation Coverage.**

Effective for October 2009 work hours (December 2009 coverage), the Plan has been amended to allow for an hour bank advance of up to 120 hours for active members to prevent loss of coverage. Hours may be advanced from future hours worked due to an involuntary reduction of hours resulting from implementation of a 28-hour work week.

You must apply for an hour bank advance, as it will not be applied automatically. This benefit is scheduled to expire effective with March 2010 hours (May 2010 coverage). Further details of the hour bank advance provision that amends the summary plan description are provided on the back of this notice. You may contact the Plan Office for additional information or to obtain an application at 415 263-3670, or may download the form directly from the EISB website at <http://www.eisb.org>.

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II.A.4. Continued Coverage.

Currently the charge for coverage is 120 hours per month against your accumulated hours until insufficient hours remain in your bank reserve. The amount of this charge may be changed at any time by the Board of Trustees. Hours worked in one month shall not apply toward coverage in the next month, but in the second following month. In other words, your eligibility will continue for as long as your reserve hour bank contains at least 120 hours. The 120 hours can come from one of the following sources:

- a. Contributions made on your behalf by a Contributing Employer; or
- b. From hour bank reserves; or,
- c. If you are eligible, under the self-pay or temporary disability provisions set forth in III.A. or III.B.; or,
- d. If you are eligible, for an advance in your hour bank under the Hour Bank Advance provisions in III.E.**

Requisite hours cannot be made up of a combination of self-pay and hours worked; or of self-pay and hour bank reserves. Exception: Apprentices in good standing who are attending day classes, may, in such an event, count day class hours actually attended up to the number of hours required to maintain eligibility or the number of hours attended in day classes in a particular month, whichever is less. Class hours may not be carried over from month to month to maintain eligibility.

**III.E. Hour Bank Advance**

**1. Eligibility for Coverage.**

**You may receive an advance to your hour bank reserves by the number of hours necessary (up to 120) to continue Active member coverage under III.A.4. if, but for the advance, you will lose coverage solely because of the involuntary reduction of your weekly work hours from 35 to 28 hours. You must also be on employed status (not terminated) on the last day of the second month preceding the coverage month. To request the advance, you must submit to the Plan Office an *Application for Hour Bank Advance* no later than the 20th of the month following the month coverage terminates.**

**2. Coverage Period.**

**If you meet the requirements for the hour bank advance, your coverage may be extended on a month-to-month basis for up to 6 months. No more than 120 hours may be advanced under this section, and no advance may be made for coverage before December 2009 or after May 2010. A separate application must be submitted for each month of continued coverage under this provision.**

**3. Repayment of Hour Bank Advance**

**If you receive advance hours under this section III.E., the Plan will deduct from your hour bank reserves any hours in excess of 120 hours that you earn in the future to repay the advance. If you terminate employment without having repaid the advance, you will be billed for the advanced hours that you did not repay at the prevailing hourly contribution rate.**