

# Theatrical Teamsters · Local 817/IBT

## Pension, Welfare and Scholarship Funds

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### SUMMARY OF MATERIAL MODIFICATIONS

To: All Participants in the Local 817 IBT Theatrical Teamsters Welfare Fund  
From: The Board of Trustees  
Date: October 30, 2024  
Re: **Important Changes to Your Welfare Fund Provided Benefits**

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*This document is a Summary of Material Modifications ("SMM") intended to notify you of important changes made to the Local 817 IBT Theatrical Teamsters Welfare Fund ("the Plan"). Please read this SMM carefully and keep it with the copy of the 2023 Summary Plan Description ("SPD") that was previously provided to you. If you need another copy of the SPD or if you have any questions regarding these changes to the Plan, please contact the Fund Office during the normal business hours of 8:30am to 4:30pm at (516) 365-3470.*

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Due to concerns regarding the financial health of the Local 817 IBT Theatrical Teamsters Welfare Fund resulting from events of the last few years, such as the COVID-19 pandemic, the 2023 Writers Guild of America Strike and the Screen Actors Guild-American Federation of Television and Radio Artists Strike, the Board of Trustees has elected to make changes to Welfare Fund eligibility and benefits.

Effective January 1, 2025, the following are the key provisions of the new plan for all Actives (non-Medicare eligible) participants and Medicare eligible participants.

#### **Medical Coverage for Eligible Active Participants**

##### **I. Eligibility**

###### ***Initial Eligibility***

Under the Welfare Fund's current eligibility, an employee working in a benefits-eligible position is eligible for 12 months of coverage beginning on February 1<sup>st</sup> following the year in which they have worked at least 200-day units of work in Covered Employment with Contributing Employers during the immediately preceding calendar year. If contributions are received by the Fund Office for 200-day units of work in covered employment by the end of November of the calendar year, coverage begins on January 1<sup>st</sup> following the year in which the employee worked the 200-day units of work. Once an employee becomes eligible for coverage, they will be considered a Participant in the Plan.

**Effective January 1, 2025, this will be changing to providing 6 months of coverage beginning on January 1<sup>st</sup> or July 1st following the applicable six-month period in which they have worked at least 105-day units of work and had \$60,000 in Covered Earnings in Covered Employment with Contributing Employers. Eligibility for January 1, 2025-June 30, 2025 will be governed by the transitional provisions below.**

**Transitional Provisions For Eligibility for the six-month coverage period January 1, 2025 – June 30, 2025:** You will qualify for coverage for the period January 1, 2025 through June 30, 2025 if contributions are received by the Fund Office for 200-day units of work in covered employment by the end of November 2024. If contributions are received by the Fund Office for 200-day units of work in covered employment by the end of December 2024, you will qualify for coverage for the period February 1, 2025 through June 30, 2025.

The Board has determined to set the following eligibility schedule going forward beginning with coverage starting July 1, 2025:

**Eligibility for the six-month coverage period July 1 – December 31 (beginning in 2025):** You will be eligible for Welfare Fund benefits for this period, if you have at least \$60,000 in Covered Earnings and 105-day units during the six-month period December 1 through May 31.

**Eligibility for the six-month coverage period January 1 – June 30 (beginning in 2026):** You will be eligible for Welfare Fund benefits for this period, if you have at least \$60,000 in Covered Earnings and 105-day units during the six-month period June 1 through November 30.

A “Contributing Employer” is an employer that is required under a collective bargaining agreement to contribute to the Local 817 Welfare Fund on your behalf. If you work for a Contributing Employer, all work you do for that employer is considered “Covered Employment.”

"Covered Earnings" shall be all salary earned from work for a Contributing Employer as well as paid holiday/vacation time, Disability Credit or Workers' Compensation coverage to the extent permitted under the Plan.

## II. Medical Coverage for Active Participants

Following are key features of the plan of benefits effective January 1, 2025:

Feature	
<b>Medical Deductible</b>	<p><u>In-Network:</u> \$1,500 per individual \$3,750 per family</p> <p><u>Out-of-Network:</u> \$3,000 per individual \$7,500 per family</p>
<b>Medical Coinsurance</b>	<p><u>In-Network:</u> N/A</p> <p><u>Out-of-Network:</u> 40% coinsurance after deductible</p>
<b>Office Visits (Physician/Specialist)</b>	<p><u>In-Network:</u> \$25 copay for primary care physicians and \$50 copay for specialists, <i>not subject to the deductible</i></p> <p><u>Out-of-Network:</u> 40% coinsurance after deductible</p>
<b>Inpatient Hospital</b>	<p><u>In-Network:</u> 100% coverage, after \$250 per admission copay and after you have met the in-network deductible</p> <p><u>Out-of-Network:</u> 40% coverage after deductible</p>

<b>Hospital Emergency Room</b>	<p><u>In-Network:</u> 100% coverage, after \$200 per visit copay</p> <p><u>Out-of-Network:</u> If true emergency, 100% coverage, after \$200 per visit copay</p> <p>A true emergency is covered as if it were in-network. No coverage for non-emergency use of ER both in and out of network</p>
<b>Diagnostic Lab Testing and Imaging</b>	<p><u>In-Network:</u> Lab &amp; X-rays: 100% coverage, <i>no deductible or copay</i> Complex Imaging: 100% after deductible</p> <p><u>Out-of-Network:</u> 40% after deductible</p>
<b>Medical Maximum Out-of-Pocket Expenses</b>	<p><u>In-Network:</u> \$2,750 per individual \$5,500 per family</p> <p><u>Out-of-Network:</u> \$20,000 per individual \$50,000 per Family</p>
<b>Prescription Drugs</b>	<p><u>Retail Purchase at Participating Pharmacy:</u> Generic Drugs: \$10 copay Formulary Brand Name Drugs: \$25 copay Non-Formulary Brand Name Drugs: \$40 copay Specialty Non-Preferred Drugs: 5% member coinsurance</p> <p><u>Express Scripts Mail Order Copays (3 month supply):</u> \$10 generic / \$50 Formulary Brand Name / \$80 Specialty Non-Preferred Specialty Non-Preferred Drugs: 5% member coinsurance</p>
<b>Prescription Maximum Out-of-Pocket Expenses</b>	<p><u>In-Network:</u> \$5,500 per individual \$11,000 per family</p> <p><u>Out-of-Network:</u> Out-of-network prescription drugs are not covered</p>

The following provides some cost scenarios assuming different levels of usage of care in 2025. All scenarios assume care is provided at the in-network level:

<b>Scenario One with Routine Office Visits:</b>			
	<b>Total Charge</b>	<b>Member Cost</b>	<b>Fund Paid</b>
Preventive Visit	\$ 150	\$ 0	\$ 150
Add PCP Visit	\$ 150	\$ 25	\$ 125
Specialist Visit	\$ 250	\$ 50	\$ 200
<b>Total Annual Cost</b>	<b>\$ 550</b>	<b>\$ 75</b>	<b>\$ 475</b>

<b>Scenario Two with Routine Office Visits and an Inpatient Hospital Stay:</b>			
	<b>Total Charge</b>	<b>Member Cost</b>	<b>Fund Paid</b>
Preventive Visit	\$ 150	\$ 0	\$ 150
Specialist Visit	\$ 250	\$ 50	\$ 200
2 day Inpatient Medical Stay	\$ 17,200	\$ 1,750 *	\$ 15,450
<b>Total Annual Cost</b>	<b>\$ 17,600</b>	<b>\$ 1,800</b>	<b>\$ 15,800</b>

\*The cost to the member is \$250 copay for an inpatient stay and any remaining balance of the annual deductible. This assumes the member has not met the deductible and must need to pay the full \$1,500. Member would be eligible for \$1,500 reimbursement under hospital indemnity program for the first day of care and an additional \$100 for day two. Therefore, in this scenario, the net cost to member is \$200. Please note, member must submit the required forms to Aetna to receive reimbursement from the hospital indemnity program.

<b>Scenario Three with Routine Office Visits, MRI and Outpatient Surgery:</b>			
	<b>Total Charge</b>	<b>Member Cost</b>	<b>Fund Paid</b>
Specialist Visit	\$ 250	\$ 50	\$ 200
MRI	\$ 600	\$ 600	\$ 0
Outpatient: Knee Replacement	\$ 21,000	\$ 975	\$ 20,025
<b>Total Annual Cost</b>	<b>\$ 21,850</b>	<b>\$ 1,625 *</b>	<b>\$ 20,225</b>

\*The cost to the member will be \$600 for the MRI since the \$1,500 annual deductible has not yet been met. The cost of the outpatient service would then be a \$75 copay for outpatient surgical facility and the remaining deductible of \$900.

Please note, this chart is a brief summary of your benefits. For a full list of covered benefits, contact the Fund Office.

### Medical Coverage for Medicare Participants

In an effort to continue providing Medicare retirees with quality medical and pharmacy benefits, the Board of Trustees has contracted with Aetna to provide the Aetna Medicare Advantage Plan. Effective January 1, 2025, all Medicare retirees will be enrolled in the Aetna Medicare Advantage Plan. Eligible benefits are as follows:

<b>Benefits</b>	<b>Current Coverage through 12/31/2024</b>	<b>NEW Medicare Advantage Coverage effective 1/1/2025</b>
<b>Annual Deductible</b> (The amount you have to pay out of pocket before the plan will pay its share of covered services)	<u>In-Network: N/A</u>  <u>Out-of-Network:</u> \$500 per individual \$1,000 per family	<u>In-Network: \$0</u>  <u>Out-of-Network: \$0</u>
<b>Office Visits (Primary Care and Specialists)</b>	Primary Care Visit: \$15 Copay Specialist Visit: \$25 Copay	\$0 for both Primary Care and Specialist Visits
<b>Hospital Care (Inpatient and Outpatient)</b>	Inpatient: \$250 copay Outpatient: \$0 copay	\$0 for both inpatient and outpatient
<b>Urgent Care and Emergency Care</b>	\$25 copay Urgent Care (Network): \$200 copay for ER	\$0 for both urgent care and emergency care
<b>Diagnostic Procedures</b>	100% coverage in network	\$0

<b>Prescription Drugs</b>	<u>Retail Purchase at Participating Pharmacy:</u> Generic Drugs: \$5 copay Formulary Brand Name Drugs: \$15 copay Non-Formulary Brand Name Drugs: \$25 copay <u>Express Scripts Mail Order Copays (3 month supply):</u> \$10 generic / \$30 Formulary Brand Name / \$50 Specialty Non-Preferred	See chart below
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**Prescription Drug Plan effective January 1, 2025**

3 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	Standard	Preferred Retail	Preferred Mail	Standard Retail or Mail
<b>Tier 1 - Generic</b> Generic Drugs	\$3	\$5	\$6	\$6	\$10
<b>Tier 2 - Preferred Brand</b> Preferred Brand Drugs	\$15	\$15	\$30	\$30	\$30
<b>Tier 3 - Non-Preferred Brand</b> Non-Preferred Brand Drugs	\$25	\$25	\$50	\$50	\$50

Please note, this chart is a brief summary of your benefits. Members will receive a welcome kit with a full list of covered benefits.

**Supplemental Hospital Indemnity Coverage**

Effective January 1, 2025, non-Medicare eligible participants will be automatically enrolled for supplemental Hospital Indemnity coverage through Aetna. This supplemental coverage pays cash benefits directly to participants for covered inpatient hospital stays as follows:

Hospital Admission Type	Benefit	Limitations and Exceptions
<b>Hospital Admission</b>	\$1,500 for the initial day of your non-ICU room stay	Applies for the initial day of your stay in a non-ICU room of a hospital.  No maximum admissions per Plan Year if separated by 30 days in a row.  Must be a non-ICU stay
<b>Hospital Daily Stay</b>	\$100/day up to 15 days per Plan Year	Benefit begins to apply on day two of hospital non-ICU stay.  Maximum 15 days per Plan Year.

<b>Intensive Care Unit (“ICU”) Daily Stay</b>	\$150/day up to 15 days per Plan Year	Benefit begins to apply on day two of hospital ICU stay.  Maximum 15 days per Plan Year.
<b>Substance Abuse Stay</b>	\$100/day up to 15 days per Plan Year	Pays a daily benefit for each day you have a stay in a hospital or substance abuse treatment facility for the treatment of substance abuse.  Maximum 15 days per Plan Year.
<b>Mental Disorder Stay</b>	\$100/day up to 15 days per Plan Year	Pays a daily benefit for each day you have a stay in a hospital or mental disorder treatment facility for the treatment of mental disorders.  Maximum 15 days per Plan Year.
<b>Rehabilitation Daily Stay</b>	\$100/day up to 15 days per Plan Year	Pays a benefit each day of your stay in a rehabilitation unit immediately after your hospital stay due to an illness or accidental injury.  Maximum 15 days per Plan Year.
<b>Nursery admission (non-NICU)</b>	\$200/day up to 1 day per Plan Year	Provides a lump-sum after the birth of your newborn. This will not pay for an outpatient birth.  Maximum 1 day per Plan Year.  Stays due to complications of pregnancy are payable to the same extent as any other illness.

Please note, you must be eligible for Welfare Fund benefits to receive supplemental hospital indemnity benefits. Other limitations and exceptions apply, contact Aetna or the Fund Office for more information.

## **Vacation Benefits**

Effective January 1, 2025, there will be a modification to the vacation benefits. The current benefit states that vacation does not need to be designated to a specific time period and you may request your entire vacation benefit at any time during the calendar year. The change will allow you to request one or more weeks of vacation as opposed to receiving all vacation weeks at once.

## **Holiday Benefits**

Effective January 1, 2025, there will be a modification to the holiday benefits. The current benefit states that in order to receive payment for a holiday you must accumulate at least 17-day-units of work with contributing employers during the 30-day period preceding the holiday. You may not use vacation days toward holiday eligibility but if you are eligible for medical benefits, you would automatically qualify for uncompensated holiday. Effective January 1, 2025, there will be no more automatic eligibility for holidays for individuals who are eligible for medical benefits. You must work at least 17-day-units with contributing employers during the 30-day period preceding the holiday.

This SMM is intended to provide you with an easy-to-understand description of certain changes and/or clarifications to the Plan. While every effort has been made to make this description as complete and as accurate as possible, this SMM, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this SMM and the Plan, or if any point is not discussed in this SMM or is only partially discussed, the terms of the Plan will govern in all cases.

The Board of Trustees or its duly authorized designee, reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with the applicable amendment procedures established under the Plan and the Agreement and Declaration of Trust establishing the Plan (the "Trust Agreement"). The Trust Agreement is available at the Fund Office and may be inspected by you free of charge during normal business hours.

No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the Plan documents, make any promises to you about benefits under the Plan, or to change any provision of the Plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters arising under the Plan.