

# ST. LOUIS PAINTERS WELFARE FUND

P.O. Box 1186

Maryland Heights, MO 63043

Tel (314) 656-1072 fax (314) 739-1105

---

October 2021

## TO: All Participants in the St. Louis Painters Welfare Fund

This document is a Summary of Material Modifications (“SMM”). This document notifies you of important changes to the St. Louis Painters Welfare Plan and Summary Plan Description (“SPD”). You should take the time to read this SMM carefully and keep it with the copy of the SPD that was previously provided to you. If you need another copy of the SPD, or if you have any questions regarding the changes made to the SPD, please contact the Benefit Office by telephone during normal business hours at (314) 656-1072 or by mail at St. Louis Painters Welfare Fund, P.O. Box 1186, Maryland Heights, MO 63043. The following changes are based on changes determined by the Trustees to be in the best interest of participants and beneficiaries. Any terms used in this document that are capitalized but not defined herein, shall have the meanings set out in the SPD.

### Maternity Benefit

Effective August 1, 2021, the Trustees implemented a maternity leave benefit for Active Participants in the Plan. These benefits are in addition to any other Weekly Disability Benefits the Active Participant may be eligible for under the terms of Article V of the Plan, any other benefits available under any other provisions of the Plan, and any benefits provided by the Active Participant’s employer under FMLA or otherwise. Benefits and eligibility under the Maternity Leave Program are subject to the following conditions:

#### 1. Eligibility:

- (a) An Active Participant is eligible for Maternity Leave Program benefits if the Participant has engaged in 100 hours of Covered Employment within the 3 months preceding the date of child delivery for Post-Delivery Benefits or within 3 months preceding the date of medical incapacitation for Pre-Delivery Benefits and was eligible for coverage under the Plan on the date of child delivery/medical incapacitation, as applicable.
- (b) Active Participants who used Maternity Leave Program benefits within the past 24 months are not eligible for additional maternity leave benefits under the Plan. This restriction does not apply in cases where an Active Participant has only received Pre-Delivery Benefits and is seeking Post-Delivery Benefits related to the same pregnancy for which the Active Participant received Pre-Delivery Benefits.
- (c) Maternity Leave Program benefits are not available to: (i) Canadian residents, or (ii) Active Participants who have not physically given birth to a child (for example: those who have adopted a child, obtained a foster child or benefitted from a surrogate-related pregnancy), or (iii) Dependents.
- (d) An Active Participant shall not be eligible for Pre-Delivery Benefits until the onset of the 4<sup>th</sup> month of pregnancy, after which eligibility will be determined upon certification of pregnancy from a medical doctor, consistent with subsection (3) below, and at the discretion of the Fund.

#### 2. Post-Delivery Benefits:

- (a) Active Participants who undergo a child delivery are entitled to 6 weeks of Post-Delivery Maternity Leave Program benefits.
- (b) Active Participants who undergo a child delivery via a caesarean section procedure are entitled to 8 weeks of Post-Delivery Maternity Leave Program benefits.
- (c) Active Participants are eligible to receive Post-Delivery Maternity Leave Program benefits even if they received Pre-Delivery Maternity Leave Program benefits for the same pregnancy.

### 3. Pre-Delivery Benefits:

- (a) Active Participants may receive up to, but no more than, 6 months of Pre-Delivery Maternity Leave Program benefits.
- (b) Pre-Delivery Maternity Leave Program benefits will be granted only upon the Active Participant submitting certification of pregnancy from their medical doctor verifying they are unable to perform the duties of their trade due to physical limitations arising from the pregnancy.
- (c) At the request of LMCI, the Plan shall require re-certifications of continued inability to work by the Active Participant's treating physician. Failure to re-certify a maternity-related disability may result in cessation of Pre-Delivery Benefits.
- (d) Pre-Delivery Maternity Leave Program benefits may be intermittent but may not, in total, exceed six (6) months. After six (6) months, the Pre-Delivery Maternity Leave Program benefit payments will stop regardless of whether the Active Participant is able to return to work.

### 4. Maternity Leave Benefit Amount and Calculation

- (a) Active Participants receiving Maternity Leave Program benefits will receive a weekly benefit amount equal to two-thirds (2/3) of the Active Participant's regular weekly pay, up to a maximum of \$800 per week.
- (b) Weekly earnings shall be determined to be the Active Participant's normal hourly wage based on a 40-hour work week.
- (c) When an Active Participant is eligible for a Maternity Leave Program benefit for a period of less than a week, benefits shall be calculated at the rate of 1/7 of the weekly benefit amount for each day of maternity-related disability.
- (d) Weekly benefit payments are calculated using the following formula:  
$$66.67\% \text{ of Normal Hourly Wage} \times 2080 \div 52 = \text{Weekly Benefit } (\$800 \text{ cap})$$

### 5. Extension of Eligibility During Maternity Leave

An Active Participant's eligibility under the Plan, and that of her Eligible Dependents will be continued during any periods in which the Active Participant is receiving Maternity Leave Program benefits. The Active Participant's eligibility under the Plan, and that of her Eligible Dependents, will be continued until the last day of the month in which the Active Participant's Maternity Leave Program benefits end.

### Changes to Breastfeeding Supplies Benefit

Effective January 1, 2022, the Trustees are revising the benefit for breastfeeding supplies to be as follows:

Up to \$500 in breastfeeding supplies will be provided per pregnancy, regardless of whether the supplies are purchased prior to or after the birth. Breastfeeding supplies do not have to be obtained from an in-network provider; however, proper documentation as determined by the Board of Trustees, including, but not limited to detailed receipts for the purchased supplies must be submitted to the Fund in order to receive reimbursement for breastfeeding supplies. Claims for reimbursement of breastfeeding supplies, even when obtained outside of a provider setting, are subject to the provisions of Article XI(C) of the Plan, including but not limited to the time limit for filing claims.

Please keep this announcement with your Plan, SBC and other important Welfare Fund documents.

Sincerely,

Board of Trustees

## Statement of Grandfathered Status

The Board of Trustees believes that this Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (“PPACA”), which permits the Plan to preserve certain basic health coverage already in effect before the law was passed. As with all grandfathered health plans, the Plan is not required to include certain consumer protections of the PPACA that apply to other non-grandfathered plans (for example, providing preventive health services without any cost sharing). However, the Plan must comply with certain other provisions of the PPACA (for example, eliminating lifetime limits on benefits).

If you have questions about what it means for a health plan to have grandfathered status and what might cause a plan to lose its grandfathered status, contact the U.S. Department of Labor’s Employee Benefits Security Administration (“EBSA”). You may reach the EBSA by phone at (866) 444-3272 or via the website at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), which includes a chart summarizing the protections that do and do not apply to grandfathered health plans. You may also contact the Fund Office with your questions.

*This announcement highlights certain features of the St. Louis Painters Welfare Fund. Full details are contained in the documents (Summary Plan Description, Plan Document, Plan Amendments, etc.) that establish the Plan provisions. If there is a discrepancy between the wording here and the documents that establish the Plan, the language in the documents that establish the Plan will govern. The Trustees reserve the right to amend, modify, or terminate the Plan at any time.*