Late Season 2023

# BENEFITS TOOLBOX



A Publication of the New York City
District Council of Carpenters
Benefit Funds

# NYCDCC Welfare Fund's Board of Trustees Improves Dental Coverage, Changes Plan from ASO/SIDS to Empire BCBS

As previously reported on our website and social media pages, effective **August 1**, **2023**, the NYCDCC Welfare Fund's (the "Fund's") Board of Trustees improved dental coverage by changing the plan from **Administrative Services Only, Inc./Self-Insured Dental Services ("ASO/SIDS") to Empire BlueCross BlueShield XPO Dental Complete ("Empire BCBS").** We have summarized some information below to help you understand the new dental plan. You should have also received a package in the mail that contains a new Empire BCBS ID card (**for dental coverage ONLY**), as well as coverage details concerning the new plan.

Some highlights of the new dental plan through Empire BCBS include:

- A wider network of dental providers, including more abundant options for local providers, as well as those beyond the tri-state area. Our new plan has three types of coverage: (1) XPO (In-Network), (2) Dental Complete (In-Network), and (3) Out-of-Network. The network coverage breakdown is as follows:
  - **XPO (In-Network)-** The Fund pays 100% coverage (after deductible, if applicable).
  - **Dental Complete (In-Network)** The Fund pays 80% coverage (after deductible, if applicable) [or 50% for Oral Surgery, Major Services, Prosthodontics, and Orthodontic Services].
  - **Out-of-Network** Provides reimbursement per predetermined fee schedule.



An  $\mathbf{Anthem}$  Company

#### Active participants/dependents are entitled to:

- An Annual Benefit Maximum of \$2,500.
- An Orthodontic Lifetime Benefit Maximum of \$2,510.
- An Annual Deductible of \$100 (per member)
- No Deductible for Diagnostic/Preventive Services (certain services, such as Oral Evaluations and Teeth Cleaning, are limited to two per calendar year).

#### **Retired participants/dependents** are entitled to:

- An Annual Benefit Maximum of \$1,500.
- An Orthodontic Lifetime Benefit Maximum of \$2,510.
- An Annual Deductible of \$100 (per member)
- No Deductible for Diagnostic/Preventive Services (certain services, such as Oral Evaluations and Teeth Cleaning, are limited to two per calendar year).
- A fast-acting, reliable, and helpful Customer/Member Services Department that is equipped to handle significant call volume.
- An ability to transfer/continue coverage if treatment began with ASO/SIDS.
- An option for telehealth visits with dental providers.
- Emergency dental treatment for international travelers.
- Mobile and online tools to help make the most of your dental plan.

For more detailed information beyond these highlights, you can view the "Summary of Benefits" and the "Dental Provider Search" flyers, which can be found on our website at **www.nyccbf.org**. Additionally, you can manage your dental benefit at **www.empireblue.com**.

If you have any questions concerning the new dental plan, please contact our Member Services Department at (800) 529-FUND (3863) or Empire BCBS at the number located on the back of your ID card.

# REMINDER: A Failure to Timely Report Your Divorce to the NYCDCC Welfare Fund May Result in Financial Liability to the Fund and Loss of Your Health Coverage

Failing to report a divorce and to remove your spouse (and any stepchildren) from your coverage under the NYCDCC Welfare Fund (the "Fund") may result in grave financial repercussions and the loss of your health coverage, especially if your former spouse receives costly medical treatments after he/she is no longer eligible for coverage. Please read this explanation of the Fund's rules and an example of how failing to follow these rules may impact you financially.

What a Divorce Means for your Former Spouse's Coverage under the Fund - If you get a divorce, your former spouse is covered under the Fund only until the last day of the month in which the judge signs your divorce judgment. You must provide a copy of your divorce judgment to the Fund as soon as possible so that your former spouse's coverage is terminated at the end of the month in which the judge signed the divorce judgment. You and your former spouse will be liable for any benefits paid on behalf of your former spouse after the last day of the month in which the judge signed the divorce judgment. In addition, in order for your former spouse to qualify for COBRA coverage, you or your former spouse must notify the Fund of your divorce within 60 days of the date of divorce. If the Fund does not receive notice of the divorce within 60 days of the divorce, (1) your former spouse will lose his/her COBRA rights and (2) you (along with your former spouse) will be personally liable for health claims paid by the Fund on behalf of your former spouse after he/she ceased to be eligible. Even if you think your former spouse has provided notice, we urge you to notify the Fund of your divorce to eliminate any doubts since you will both be responsible for repaying the Fund any claims paid in error. If you are a Retiree, your monthly premium will be reduced to reflect the removal of your former spouse from your Welfare Fund Retiree Coverage.

Example- Johnny Carpenter's divorce judgment is signed by a judge on April 11, 2023. Under the rules of the Fund, Johnny's ex-spouse Linda's coverage under the Fund ends on April 30, 2023. (If notice of the divorce is provided within 60 days, Linda can elect COBRA coverage for up to 36 months.) However, neither Johnny nor Linda notifies the Fund of their divorce. In August of 2023, Linda becomes ill. She immediately has surgery and receives treatment over the next several months. Because the Fund has not been notified of the divorce, the Fund pays \$85,000 in medical claims on behalf of Linda. In January of 2024, when Johnny wants to add his new spouse to his coverage, he finally notifies the Fund of his divorce. Under the rules of the Fund, Johnny and Linda must reimburse the Fund \$85,000. Additionally, since the Fund was not notified of the divorce within 60 days, Linda no longer has the option to elect COBRA coverage. Unless full reimbursement is made, Johnny and his other dependents will immediately lose their Welfare coverage, and legal action may be taken against Johnny and Linda to recover the claims paid in error.

As you can see from this example, the failure to timely remove your ex-spouse from your coverage after your divorce can have severe consequences. Johnny may not have known that Linda was using her Fund coverage after their divorce, but he and Linda are jointly responsible for this debt because they did not timely notify the Fund of their divorce. By not notifying the Fund, Johnny is risking his financial security and continued health coverage for himself and his children. **DO NOT** put yourself in a situation where you could owe the Fund money and lose your coverage and your family's coverage because you did not report your divorce in a timely fashion.

Remember -- While monthly COBRA premiums are expensive, they are far less expensive than incurring personal liability for claims and losing your coverage.

Sometimes a divorce judgment or settlement agreement requires one of the parties to pay the cost of their former spouse's health coverage after the divorce. Such provision does **not** mean that your spouse remains eligible for coverage under the Fund (except through COBRA if timely elected) nor does it excuse you from the above-described notice obligations. Rather it means that you have financial responsibility for your former spouse's health care premiums.

If you have questions about removing an ex-spouse from your coverage after a divorce, please contact our Member Services Department at (800) 529-FUND (3863).

Page 2 www.nyccbf.org

# ANNUAL REMINDER: "Breaks in Service" Can Impact Your Future Pension Benefits

Your service credit, pension calculation, and pension eligibility can be affected if your Covered Employment is interrupted before you have qualified for a vested benefit. The effect of such an interruption depends on whether the interruption is a "one-year break in service" or a "permanent break in service." In addition, even if you are vested, a one-year break in service can disqualify you from being eligible for a Disability Pension.

#### One-Year Break in Service

You have a one-year break in service when you fail to earn at least one-quarter of a Vesting Credit (i.e., when you fail to work at least 300 hours) in a calendar year.

#### The following absences are not considered a break in service:

- Periods of qualified military service during which you are entitled to service credit under federal law.
- Absence from work for maternity or paternity reasons due to pregnancy, the birth of your child, placement of a child with you in connection with an adoption, or to care for a child immediately following birth or adoption. Under this provision, up to one-quarter of a Vesting Credit is granted (i) in the year such absence begins, if necessary, to prevent a one-year break in service in that year, or (2) in the year following the year the absence began.
- If you receive a Disability Pension, recover, and return to Covered Employment before the end of the third month following the last month for which you received a Disability Pension, a special rule may help prevent a break that would otherwise occur in the calendar year in which you return to Covered Employment. As long as you have at least 300 Hours of Service in the 12-consecutive-month period immediately following the date you returned from disability, you will not incur a one-year break in the calendar year of your return.
- Qualifying periods of absence of up to 12 weeks under the Family and Medical Leave Act (FMLA) will not constitute a break in service if you return to employment in the period required under the FMLA.

Unless one of the rules above applies, periods of disability will **NOT** prevent a break in service.

Remember, if you have a one-year break in service **before** becoming vested, you will no longer be an Active Participant. If you have a one-year break in service **after** becoming vested, you will also cease to be an Active Participant, but you will be a Deferred Vested Participant.

#### Repairing a One-Year Break in Service

A one-year break in service may be temporary and subject to repair. If you return to Covered Employment and earn at least 870 Hours of Service within any two consecutive calendar years before you have a "permanent break in service," your previously earned Vesting Credits and Benefit Credits will be restored.

#### One-Year Break in Service Example:

Tanya started Covered Employment in February 2019 and became a Plan Participant on January 1, 2020, after working 870 hours in 2019. Tanya earned 3 Vesting Credits as of December 31, 2021. Tanya did not work at least 300 hours in 2022 which resulted in a one-year break in service as of December 31, 2022.

If Tanya returns to Covered Employment and earns 870 hours over a consecutive two-year period **before** she has a permanent break in service, she will again become a Plan Participant and recover her 3 Vesting Credits.

(continued on page 4)

(continued from page 3)

#### Permanent Break in Service

If you have a permanent break in service, you will forfeit all of your Vesting Credits and Benefit Credits, and you will not be eligible to have that service restored.

If you have at least one Hour of Service on or after January 1, 1999, you have a permanent break in service if you have five or more consecutive one-year breaks in service and had earned fewer than five Vesting Credits before the break began.

When you have a permanent break in service, you permanently lose all Vesting Credits and Benefit Credits (and/or credit earned under the benefit formula) earned before the break and your participation is canceled. Your service credit cannot be restored even if you later become a Plan Participant.

#### Permanent Break in Service Example:

Phil started Covered Employment in March 2015 and became a Plan Participant on January 1, 2016 after working 870 hours in 2015. Phil has 2 Vesting Credits as of December 31, 2016. Phil did not work at least 300 hours in 2017 which resulted in a one-year break in service, and he did not return to Covered Employment in any year thereafter. Because Phil incurred five consecutive one-year breaks in service as of December 31, 2021, he permanently lost his 2 Vesting Credits. Phil's credit cannot be restored even if he becomes a Plan Participant again in the future.

If you have questions concerning breaks in service and how they may impact your pension, you can view the Summary Plan Description on the Benefit Funds' website at **www.nyccbf.com/wp-content/uploads/2016/06/Pension-SPD.pdf** or you can call Member Services at (800) 529-FUND (3863).

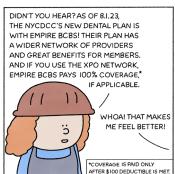


Page 4 www.nyccbf.org

## FREQUENTLY ASKED QUESTIONS WITH FRANK AND QUINN









# NYCDCC DENTAL BENEFITS

EFFECTIVE 8.1.23. THE NETWORK COVERAGE BREAKDOWN IS AS FOLLOWS:

XPO (IN-NETWORK)- EMPIRE BCBS PAYS 100% COVERAGE (AFTER DEDUCTIBLE, IF APPLICABLE).

DENTAL COMPLETE (IN-NETWORK)- EMPIRE BCBS PAYS 80% COVERAGE (AFTER DEDUCTIBLE, IF APPLICABLE) [OR 50% FOR ORAL SURGERY, MAJOR SERVICES, PROSTHODONTICS, AND ORTHODONTIC SERVICES].

OUT-OF-NETWORK- PROVIDES REIMBURSEMENT PER PREDETERMINED FEE SCHEDULE.

# ACTIVE PARTICIPANTS/DEPENDENTS ARE ENTITLED TO:

- -AN ANNUAL BENEFIT MAXIMUM OF \$2,500.
- -AN ORTHODONTIC LIFETIME BENEFIT MAXIMUM OF \$2,510.
- -AN ANNUAL DEDUCTIBLE OF \$100 (PER MEMBER).
- -A DEDUCTIBLE WAIVER FOR DIAGNOSTIC/PREVENTIVE SERVICES.\*

# RETIRED PARTICIPANTS/DEPENDENTS ARE ENTITLED TO:

- -AN ANNUAL BENEFIT MAXIMUM OF \$1,500.
- -AN ORTHODONTIC LIFETIME BENEFIT MAXIMUM OF \$2,510.
- -AN ANNUAL DEDUCTIBLE OF \$100 (PER MEMBER).
- -A DEDUCTIBLE WAIVER FOR DIAGNOSTIC/PREVENTIVE SERVICES.\*

\*CERTAIN SERVICES SUCH AS ORAL EVALUATIONS AND TEETH CLEANING,
ARE LIMITED TO TWO PER CALENDAR YEAR.



IF YOU HAVE ANY QUESTIONS CONCERNING THE NEW DENTAL PLAN, PLEASE FEEL FREE TO CONTACT OUR MEMBER SERVICES DEPARTMENT AT (800) 529-FUND (3863).

# NYCDCC BENEFIT FUNDS COMMUNICATIONS: THEN VS. NOW

Since the Welfare Fund's inception in 1950, the NYCDCC Benefit Funds has never stopped looking for ways to better serve our members. In just the past 10 years, the Fund Office's communications have come a LONG way, especially in relation to technology and engaging with the membership. As we look toward the future, we will leave no stone unturned to ensure we are doing everything we can to inform and educate you about your benefits!

# THEN



Member Portal log-in only.

Newsletter None.

Social Media None.

Email Blasts None.

Robo Call/ Text Messaging

Website

None.

# **NOW**



Updated, state-of-the-art member portal. Vast, publicly available portion of the website that includes Member Documents, SPDs, SMMs, original benefits articles, Printable Flyers, Video Library, FAQ Comics, a page dedicated to our MEND program, and much more!

Tri-annual "Benefits Toolbox" newsletter mailed directly to members, containing useful benefits info, updates, vendor/provider information, and compliance notices.

Active and engaging with members/participants, dependents, and the public on Facebook, Twitter, Instagram, LinkedIn, and YouTube. Content includes benefits information, videos, and funny/entertaining posts.

Constant Contact program reaches over 23,000 members/retirees who are signed up. Emails include monthly news recaps and special announcements/benefits updates.

Capable of instant member/retiree contacts by phone via calls/texts through Reminder Call Services.

Page 6 www.nyccbf.org



# MEMBERS EDUCATION AND NETWORK FOR DEPENDENCY PROGRAM

As part of its focus on fostering a healthy work-life balance, the MEND Program provides participants and their dependents access to confidential treatment for substance abuse and mental health issues. The program is located at 395 Hudson Street, New York, NY 10014, on the 5th floor.

## **The MEND Program is designed to:**

- Conduct thorough assessments for appropriate level of treatment and stay.
- Provide treatment authorization in accordance with established guidelines.
- Assist participants and/or dependents with identifying their treatment needs and goals.
- Help participants and their dependents secure services at treatment facilities.
- Provide in-house support services including individual and family counseling, support groups, and educational groups.
- Provide educational workshops to not only those utilizing the program, but also apprentices, shop stewards, and employees of the Benefit Funds and District Council.

# **CONTACT US:**

If you or one of your dependents is struggling with substance abuse or mental health issues, please contact the MEND Program for assistance from our accredited staff. The MEND program can be reached by phone at (212) 366-7590 or by email at MEND@nyccbf.org.

Please remember that there is no shame in asking for help, that MEND operates under strict confidentiality restrictions, and that we are here to help you and your family.





To see our current job openings, scan the QR code below or visit www.nyccbf.org/jobs





# ON THE BENEFIT FUNDS' IMPROVED EFFICIENCY AND TECHNOLOGY:

"The Benefit Funds have come a long way since I've been a member, which is around 14 years. I'll be honest, I never really paid attention to the Benefit Funds in the past. I knew they were there, but I just didn't know what they did. In the past few years, the Benefit Funds have modernized and caught up with the future of our union... From a Model T to a Tesla! I know my benefits are well maintained and my future is well taken care of!"

# ON THE BENEFIT FUNDS' SOCIAL MEDIA COMMUNICATIONS:

"The Benefit Funds' social media pages really make you pay attention to what they do. From their funny memes, to asking our members for pictures of them on the job, and even getting members to share pictures of their pets, the Benefit Funds is making efforts to connect with us. Whether it's Facebook, Instagram, or their other social media pages, the Benefit Funds really knows how to get and keep your attention. Social media is key in this generation and the Benefit Funds has a grasp on that!"

# DO YOU WANT TO BE FEATURED IN A MEMBER SPOTLIGHT?

Visit www.nyccbf.org/member-survey and type "Member Spotlight" in the comments, and we'll reach out!



# Investment Changes to the NYCDCC Annuity Plan

The Board of Trustees of the NYCDCC Annuity Fund monitors your Annuity Plan and evaluates the available investment options in an effort to help you develop an individualized investment strategy as you prepare for retirement. After a recent review, certain changes were made to the Plan's investment options. Empower Retirement (formerly Prudential) notified you of these changes through an email and/or paper mailing in late spring.

To briefly summarize, certain Funds were added to your Plan as investment options (effective July 3, 2023) while others were removed (effective June 30, 2023). You can see the list of related Funds and the full announcement by visiting https://nyccbf.org/wp-content/uploads/2023/06/Empower-Participant-Notice-re-Fund-Changes\_June-2023.pdf.

If you have questions concerning this change or you would like to reinvest your assets in other Funds, you can visit **www.prudential.com/nycdccbf** or call a Plan Representative at **(877) 778-2100.** 



# Remember to Complete your Charles Johnson Jr. Memorial Scholarship Application for your College-Bound Child by December 15th

The NYCDCC Welfare Fund offers a Scholarship Program (known as the "Charles Johnson Jr. Memorial Scholarship") for unmarried, dependent, biological, or adopted children of eligible members. The Scholarship Program pays up to \$3,500 for each year of a four-year academic program at an accredited college or university, or until your child receives a bachelor's degree, whichever occurs first. The maximum amount of the award is \$14,000 per student. We currently award 25 scholarships each year.

If your child is a high school senior and considering college, and you would like to apply for a Charles Johnson Jr. Memorial Scholarship for your child, you must submit the application by December 15th. You can fill out an application by visiting the Scholarship section of our website at https://nyccbf.com/member/scholarship-benefit/ and clicking the link to the International Scholarship and Tuition Services' ("ISTS") website. You may also visit the ISTS website directly at https://aim.applyists.net/NYCDCC.

# IMPORTANT NOTICE: Medicare Enrollment Responsibilities, Retiree Welfare Coverage, and YOU

If you and/or your covered dependent(s) are (or become) eligible for Medicare, and you have Retiree coverage under the NYCDCC Welfare Fund (the "Welfare Fund") or you are about to transition from Active coverage to Retiree Coverage, you **MUST** enroll in both **Medicare Part A and Medicare Part B** in order to have any Retiree coverage. You should enroll in Medicare as soon as Medicare coverage becomes available if you want to maintain your Retiree coverage. If you do not enroll in both Medicare Part A and Part B, you will not be covered through UnitedHealthcare or Empire, **resulting in higher out-of-pocket costs and/or your loss of coverage.** This applies to members who retired before age 65 on a Regular Pension and later become eligible for Social Security prior to age 65.

When you and/or your covered dependent(s) become eligible for Medicare, your Welfare Fund coverage changes. In order to avoid a loss of coverage or denial of benefits, you **must** send us copies of your Medicare cards. This can be done in the following ways:

- **In Person-** At the Fund Office, 9th Floor
- Mail- NYCDCC Benefit Funds, Attn: Member Services, 395 Hudson Street, 9th Floor, New York, NY 10014
- **Fax-** (212) 366-7845
- Email- MemberServices@nyccbf.org (\*PDF attachments of copy only. Images/pictures of the card will not be accepted.)

If you have questions about the Medicare enrollment process and your responsibilities concerning continued Welfare Fund coverage, please contact our Member Services Department at (800) 529-FUND (3863) or (212) 366-7373.

Page 10 www.nyccbf.org

# TOOL TIME

**Notes & Reminders:** 

## **COMPLIANCE AND ETHICS PROGRAM**

### Report Misconduct, Fraud, Waste, or Abuse

The New York City District Council of Carpenters Benefit Funds ("Benefit Funds") strive to maintain the highest standards of ethics and conduct in all aspects of Funds operations. As a tangible commitment to this ideal, the Board of Trustees has adopted and implemented a Compliance and Ethics Program ("CEP"). The CEP sets forth standards for the guidance of all Benefit Funds staff in the day-to-day business of administering benefits for all members.

## Reporting

You can contact the Chief Compliance Officer of the Benefit Funds if you have a question or concern regarding the appropriateness or legality of a Benefit Funds' policy, procedure or transaction. All of us — Benefit Funds staff, the Trustees and Funds members - are responsible for ensuring that Funds assets are reserved to pay only for covered benefits and the reasonable costs of administering those benefits. We all share a duty to protect against violations of law and Benefit Funds rules. So, if you see or suspect something, say something.

Please report any matter that may constitute a breach of applicable laws, rules, regulations or Benefit Funds' policies to Allan Bahn, the Benefit Funds Chief Compliance Officer. You can provide your name or remain anonymous. All information will be considered confidential. The Chief Compliance Officer can be contacted via:

#### Mail:

Allan Bahn
Chief Compliance Officer
New York City District Council of
Carpenters Benefit Funds
395 Hudson Street, 9th Floor
New York, New York 10014

#### **Work Phone:**

(212) 366-7533

#### **Confidential Hotline:**

(646) 484-1665

#### Email:

ABahn@nyccbf.org Complianceandethics@nyccbf.org

#### Website:

Visit www.nyccbf.org and click on the "Report a Compliance Issue" link located at the bottom of the screen.

# WOMEN'S HEALTH AND CANCER RIGHTS ACT ("WHCRA") ANNUAL NOTICE - 2023

The NYCDCC Welfare Fund, in accordance with the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. If you would like more information on these benefits, please contact us at (212) 366-7300 or (800) 529-FUND (3863).





## **Statement of Non-Discrimination**

The New York City District Council of Carpenters Welfare Fund (the "Fund") complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

The New York City District Council of Carpenters Welfare Fund cumple con las layes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, nacionalidad, edad, discapacidad o sexo.

纽约市木匠区议会福利基金 ("基金")遵守适用的联邦民权法,不因种族、肤色、国籍、年龄、残疾或性别而歧视

## The New York City District Council of Carpenters Benefit Funds

**Contact Information** 

New York City District Council of Carpenters Benefit Funds 395 Hudson St., 9th floor. New York, NY 10014

Member Services Call Center: (800) 529-FUND (3863) or (212) 366-7373

www.nyccbf.org
www.facebook.com/nycdccbf
www.instagram.com/nycdccbf
https://www.youtube.com/@NYCDCCBF
www.linkedin.com/company/the-new-york-city-district-council-of-carpenters-benefit-funds

The information in this newsletter is intended to highlight certain information about your benefits and the Benefit Funds. Benefits Toolbox is not a substitute for the official Plan documents which set forth the requirements and conditions for the benefits. In the event of an inconsistency or a conflict between Benefits Toolbox and the Plan documents, the Plan documents shall control.

Page 12 www.nyccbf.org