Industry And Local 338
Welfare Fund

911 Ridgebrook Road
Sparks, MD 21152-9451
Telephone No. (855) 412-3797 (toll free)
www.associated-admin.com

AGENDA

August 17, 2026

I. CALL MEETING TO ORDER

II. SEI REPORT

III. APPROVAL OF MINUTES – April 13, 2026

IV. FUND MANAGER'S ADMINISTRATIVE REPORT
   a. Fund Financial Matters
   b. Changes in Employer Contribution Rates
   c. Delinquent Employer Report
   d. Participant Report
   e. Other Fund matters
      1. Appeals

V. CONSULTANT REPORT

VI. COUNSEL REPORT

VII. NEXT MEETING DATE

VIII. ADJOURNMENT

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Minutes of the Meeting of the Board of Trustees

Held on April 13, 2026
Via
Zoom

The following Trustees were present:

UNION TRUSTEES
Dan Maldonado
Lori Polesel

EMPLOYER TRUSTEE
Chris Palmer

Also present were:

Pat Blizzard – SEI Institutional Group
Alicia Cochran – Associated Administrators, LLC
Michele Domash – Cheiron
Rachel Grant – Associated Administrators, LLC
Elizabeth O'Leary, Esq. – Kauff McGuire & Margolis LLP

I. CALL TO ORDER

The meeting was called to order at 11:14 a.m.

II. INVESTMENT CONSULTANT REPORT

A. Market Commentary and Performance

Mr. Pat Blizzard reviewed SEI's report for the period ending March 31, 2026. He provided commentary on market conditions and economic trends, including the labor and financial markets and geopolitical uncertainty. He discussed market performance across different asset classes.

Mr. Blizzard reported that the Fund's market value of assets was $6,457,122 as of March 31, 2026, and its fiscal year-to-date rate of return is 5.48%, compared to the 4.10% index return. He reviewed the Fund's asset allocation consisting of: 8.20% World Equity Ex-US Fund, 6.90% US Equity Factor Allocation Fund, 5.80% Large Cap Index Fund, 32.40% Core Fixed Income Fund, 18.90% Limited Duration Fund, 5.00% Ultra Short Duration Fund, 3.00% High Yield Bond Fund, 4.90% Real Return Fund, 3.00% Emerging Markets Debt Fund, and 11.90% Multi Asset Real Return Fund. He then reported on the performance of each asset class.

Mr. Blizzard noted the Fund did not have a negative cash flow as of April 8, 2026.

Following discussion, Mr. Blizzard concluded his report.

III. APPROVAL OF MINUTES

The minutes of the special meeting held on December 19, 2025 were reviewed.

MOTION was made, seconded and unanimously adopted to approve the minutes of the special meeting held on December 19, 2025.

The minutes of the meeting held on January 12, 2026 were reviewed.

MOTION was made, seconded and unanimously adopted to approve the minutes of the meeting held on January 12, 2026.

IV. ASSOCIATED ADMINISTRATORS, LLC REPORT

A. Cash Operating Statement

Ms. Cochran reviewed the Cash Operating Statement from July 1, 2025 through June 30, 2026. The report is attached hereto as Exhibit "A."

B. Claims Paid Detail Report

Ms. Cochran reviewed a report detailing medical claims paid by type of benefit from July 1, 2025 through December 31, 2025. The report showed paid claims by the following categories: anesthesia, hospital, laboratory and x-ray, medical, and surgery. The report also indicated claims paid in network and out-of-network. The report is attached hereto as Exhibit "B."

C. Disbursement Report

Ms. Cochran referred to the Authorization for Disbursements reports for October, November, and December of 2025. The reports are attached hereto as Exhibit "C."

MOTION was made, seconded and unanimously adopted authorizing the disbursements listed in Exhibit "C."

D. Delinquency Report

Ms. Cochran reviewed the report in detail. The report is attached hereto as Exhibit "D."

E. Withdrawal Liability

Ms. Cochran reviewed the report showing the status of the Welfare Fund's withdrawal liability payments to the Pension Fund in connection with the 2013 Fund Office closing. The report is included at the bottom of Exhibit "D."

F. Employer Contribution Rate Report

Ms. Cochran reviewed the report in detail. The report is attached hereto as Exhibit "E."

G. Active Members and COBRA Participants Receiving Benefits

Ms. Cochran referred to the report for the period from January 2025 through December 2025. The report is attached hereto as Exhibit "F."

H. Form 5500

Ms. Cochran reported that the Form 5500 was filed on February 2, 2026.

I. Summary Annual Report ("SAR")

Ms. Cochran reported that the SAR for the Plan Year Ending June 30, 2025 was mailed to participants on February 26, 2026.

J. 2026 Summary of Benefit and Coverage ("SBC")

Ms. Cochran reported that the SBC for 2026 was mailed to participants on February 4, 2026.

K. Notice of Privacy Practices Availability

Ms. Cochran reported that the Notice of Privacy Practices Availability was mailed to participants on February 4, 2026. She stated that the revised notice includes required provisions related to Substance Use Disorder Records, effective February 16, 2026.

L. Mondelez Global LLC Payroll Audit

Ms. Cochran reported that the audit of Mondelez Global LLC found a total of $15,108.41 due to the Fund and that payment was received on February 11, 2026.

M. Express Scripts Privacy Incident

Ms. Cochran reported that the Fund was notified on March 12, 2026 that the Express Scripts vendor, Berkly Group ("BRG"), was involved in a privacy incident affecting three participants. She stated that Express Scripts confirmed BRG will notify the participants of the incident, and that Segal is reviewing whether insurance notice is required.

N. Form 1099NEC

Ms. Cochran reported that the Form 1099NEC was mailed on January 28, 2026.

O. Form 1099MISC

Ms. Cochran reported that the Form 1099MISC was mailed on January 30, 2026.

P. New York State Paid Family Leave ("PFL")

Ms. Cochran noted that the Trustees previously agreed to have the Fund provide New York State Paid Family Leave ("PFL") benefits to eligible participants, noting that the benefit became effective on January 1, 2018. It was noted that the Fund is currently not requiring contributions from the Employer if the member is collecting either PFL or Short-Term Disability benefits. Ms. Cochran requested guidance from the Trustees on whether the Employer should be required to contribute while the employee is on PFL. Ms. O'Leary stated that the law provides that an employer shall maintain any existing health benefits of the employee in force for the duration of such leave as if the employee had continued to work from the date he or she commenced PFL until the date he or she returns to employment. She stated that while the Trustees agreed to voluntarily provide the PFL coverage, there is no obligation that it provide continued health coverage without corresponding employer contributions. She added that different funds have approached this issue in different ways. She also noted that the Summary Plan Description provides that contributions are due from employers on behalf of employees who are on FMLA leave. Ms. O'Leary stated that the NY PFL law

incorporates the FMLA rules with respect to health insurance during leave, which would support requiring employer contributions during PFL.

After discussion,

MOTION was made, seconded and unanimously approved that all contributions for employees receiving PFL benefits will be due from the employer.

Q. Form 1095-B

Ms. Cochran stated that the letter informing participants that the Form 1095-B Notice would no longer be automatically mailed was posted on the website and mailed to participants on January 6, 2026.

R. Fiduciary Liability Policy

Ms. Cochran reported that the Fiduciary Liability Policy expires on June 10, 2026. She stated that the Trustees will be notified of the renewal via interim action prior to the next meeting.

S. Summary Plan Description ("SPD")

Ms. Cochran reported that SPD revisions have been in progress but that the final version has been delayed for various reasons. She stated that the collaborative efforts from Associated and counsel have been productive but she believes Cheiron's assistance would be beneficial. Cheiron agreed to provide a proposal to complete the SPD revision prior to the next meeting date.

After discussion,

MOTION was made, seconded and unanimously approved to engage Cheiron to revise the SPD after review and approval of its fee proposal.

V. CONSULTANT'S REPORT

A. Stop Loss Renewal

Ms. Domash reported on the between-meeting approval of the stop loss renewal with the incumbent carrier, Tokio Marine, with an increased attachment point of $200,000 effective April 1, 2026. She reviewed the memo distributed to the Trustees in March. She said the initial rate proposal from Tokio Marine included a 24% increase in premium for the same terms with a $175,000 attachment point and no lasers. Ms. Domash said she requested other attachment points and succeeded in having Tokio Marine reduce its proposed rate to a 19% increase at the current attachment point and offer additional options which included (1) increasing the attachment point to $200,000, with an annual premium savings of $31,000 or (2) increasing the attachment point to $250,000, with savings of $89,000. Ms. Domash noted increasing the attachment point was a viable option especially since it has not been updated in recent years, and in light of the Fund's experience.

MOTION was made, seconded and unanimously adopted to ratify the interim approval of the stop loss policy on the above-described terms.

B. Amalgamated Renewal

Ms. Domash reported that, as approved between meetings, the Basic Life, Accidental Death and Dismemberment (AD&D), and Enhanced NY DBL (Disability Benefit Law) renewal memorandum from Amalgamated was approved effective

January 1, 2026. She stated the proposal included a 2-year rate guarantee with no premium increase effective January 1, 2026 through December 31, 2027.

Ms. Domash stated that the New York Department of Financial Services announced that the PFL monthly rate will decrease from 0.455% to a maximum of 0.432% of the New York State Average Weekly Wage in 2026.

Following discussion,

MOTION was made, seconded and unanimously adopted to ratify the interim approval of the Amalgamated policy renewals effective January 1, 2026.

C. <u>Anthem Renewal – May 1, 2026</u>

Ms. Domash reported that the Fund's Joint Administrated Arrangement (JAA) Administrative Fee with Empire BlueCross BlueShield renews each year effective May 1st. She explained that the JAA Administrative Fee covers Claims Repricing, Utilization Management services, Case Management services and a Behavioral Health utilization management program.

Ms. Domash stated that Empire had requested a 2.0% increase in the administrative fee from $18.73 per participant per month ("PPPM") to $19.10 PPPM effective May 1, 2026 through April 30, 2027. She stated that, in response to Cheiron's request, Empire agreed to hold the rate of $19.10 PPPM through December 31, 2028.

MOTION was made, seconded and unanimously adopted approving the Empire JAA Administrative Fee effective May 1, 2026 based on the contract terms set forth in the renewal offer.

D. Quarterly Financial Update

Ms. Domash reviewed the quarterly H-Scan projections, starting with a review of demographics and recent asset activity. She noted that projected assets at June 30, 2025 were $6.43 million which was better than last year's projections. She noted the assets continued to increase through December 31, 2025 to $6.7 million. She provided two scenarios with 10% and 15% contribution rate increases as the target. She stated that, given the size of the group and recent claims volatility, she recommends that the Fund consider retaining substantial reserves, from 16 to 24 months. Ms. Domash stated that Cheiron recommended a 10% increase in contributions per year, however, she added that the reserve in months would be more stabilized with 15% increases. She said that Cheiron will continue to monitor the financial status, trends and reserve outlook each meeting.

VI. NEXT MEETING DATE/ADJOURNMENT

The next meeting of the Board of Trustees was scheduled for August 17, 2026 immediately following the Pension Fund meeting via Zoom. With no further business to come before the Board, the meeting was adjourned at 12:03 p.m.

Exhibits

A - Cash Operating Statement

B – Claims Paid Detail Report

C – Authorization for Disbursements

D – Delinquency Report and Withdrawal Liability Report

E – Employer Contribution Report

F – Active Members and COBRA Participants Receiving Benefits

INDUSTRY & LOCAL 338 WELFARE FUND
JULY 1, 2025 THROUGH JUNE 30, 2026
CASH OPERATING STATEMENT

	OCTOBER	NOVEMBER	DECEMBER	OCTOBER-DECEMBER	YEAR TO DATE
Remittances					
Employer Contributions *	226,270.47	112,738.24	301,996.29	641,005.00	1,255,542.50
COBRA	0.00	0.00	0.00	0.00	0.00
Payroll Audit	0.00	0.00	0.00	0.00	0.00
Payroll Audit Interest	0.00	0.00	0.00	0.00	0.00
Interest- Delinquent Employer	0.00	0.00	0.00	0.00	111.59
Dividend Income	23,589.55	15,558.54	65,803.94	104,952.03	163,138.39
SEI Investments Realized G/L	29,251.09	0.00	110,568.59	139,819.68	139,819.68
SEI Investments Unrealized G/L	(12,123.23)	35,750.25	(154,909.31)	(131,282.29)	(7,354.45)
SEI Fund Rebate	0.00	1,596.37	0.00	1,596.37	3,144.56
Stop Loss Reimbursement	25,581.13	0.00	0.00	25,581.13	25,581.13
Prescription Rebate	0.00	131,415.66	0.00	131,415.66	240,467.54
IRS Interest	0.00	0.00	0.00	0.00	0.00
Class Action Proceeds	0.00	0.00	0.00	0.00	19.90
Miscellaneous [1]	0.00	0.00	179.99	179.99	179.99
Total Income	**292,569.01**	**297,059.06**	**323,639.50**	**913,267.57**	**1,820,650.83**
Benefit Expenses *					
Benefits Paid	0.00	0.00	0.00	0.00	0.00
Anthem- Medical	44,364.94	147,906.19	269,149.47	461,420.60	792,803.50
Anthem- Retention	4,925.99	5,506.62	5,169.48	15,602.09	31,335.29
Anthem- NY Taxes	741.38	735.04	749.62	2,226.04	4,596.32
Medco Claims	70,549.61	35,270.68	81,045.56	186,865.85	326,775.51
Admin. Fee	1,582.19	273.00	550.76	2,405.95	3,466.81
ASO Dental Claims	2,337.00	3,659.00	969.00	6,965.00	16,714.00
Admin. Fee	253.70	255.85	266.60	776.15	1,573.80
NVA Optical Claims	458.00	194.00	387.00	1,039.00	1,465.00
Admin. Fee	63.67	51.69	22.34	137.70	245.95
Amalgamated: Life Insurance	415.95	419.48	437.10	1,272.53	2,280.31
Paid Family Leave	3,485.72	3,515.26	3,662.96	10,663.94	21,623.28
Disability	802.99	809.80	843.82	2,456.61	4,981.27
Teamster Center Services	262.30	253.70	255.85	771.85	1,584.55
Stop Loss Insurance	21,650.64	21,834.12	22,751.52	66,236.28	134,307.36
Total Benefit Expenses	**151,894.08**	**220,684.43**	**386,261.08**	**758,839.59**	**1,343,752.95**
Administrative Expenses *					
AA, LLC- Admin. Fees	7,567.00	7,567.00	7,567.00	22,701.00	45,402.00
Legal Fees	2,640.00	0.00	0.00	2,640.00	2,640.00
Consulting Fees	0.00	0.00	0.00	0.00	0.00
SEI Invest./Custody Fees	0.00	5,877.38	0.00	5,877.38	11,577.98
Fiduciary Liability Insurance	0.00	0.00	0.00	0.00	2,676.33
Actuary Fees	9,218.75	0.00	7,721.75	16,940.50	30,121.75
Year End Audit	0.00	0.00	18,000.00	18,000.00	18,000.00
Payroll Audits	3,197.05	1,519.20	42.12	4,758.37	14,451.96
Fidelity Bond Insurance	0.00	0.00	0.00	0.00	1,770.69
Convention & Seminars	0.00	0.00	0.00	0.00	0.00
Printing & Stationery	45.48	67.27	0.00	112.75	264.59
Postage	83.62	0.00	0.00	83.62	170.41
Office Supplies & Expenses	0.00	0.00	0.00	0.00	30.00
Bank Charges	139.25	111.00	139.00	389.25	776.50
Travel Expenses	0.00	0.00	0.00	0.00	0.00
Meeting Expenses	0.00	0.00	0.00	0.00	0.00
Dues & Membership	0.00	0.00	0.00	0.00	496.87
Withdrawal Liability	1,479.58	1,479.58	1,479.58	4,438.74	8,877.48
NY Labor Health Care Dues	0.00	0.00	0.00	0.00	750.00
PCORI Fee	0.00	0.00	0.00	0.00	0.00
Transitional Reinsurance Fee	0.00	0.00	0.00	0.00	0.00
Cyber Liability	366.08	0.00	0.00	366.08	(3,533.64)
Total Admin. Expenses	**24,736.81**	**16,621.43**	**34,949.45**	**76,307.69**	**134,472.92**
TOTAL EXPENSES	**176,630.89**	**237,305.86**	**421,210.53**	**835,147.28**	**1,478,225.87**
INCREASE/(DECREASE)	**115,938.12**	**59,753.20**	**(97,571.03)**	**78,120.29**	**342,424.96**

FUND RESERVE AS OF 12/31/25 $ 6,734,404.58

* Cash to Accrual

[1] MD personal property refund for medical claims

INDUSTRY AND LOCAL 338 WELFARE FUND

2ND QUARTER 2025 (OCTOBER, NOVEMBER, DECEMBER)

	Anthem Network		
Benefit	**Out-of-Network**	**In-Network**	**Grand Total**
ANESTHESIA	$0.00	$10,860.55	$10,860.55
HOSPITAL	$0.00	$263,149.80	$263,149.80
LABORATORY & X-RAY	$0.00	$56,175.90	$56,175.90
MEDICAL	$1,999.62	$116,495.70	$118,495.32
SURGERY	$0.00	$15,234.50	$15,234.50
	$1,999.62	**$461,916.45**	**$463,916.07**

1ST QUARTER 2025 (JULY, AUGUST, SEPTEMBER)

	Anthem Network		
Benefit	**Out-of-Network**	**In-Network**	**Grand Total**
ANESTHESIA	$0.00	$4,632.52	$4,632.52
HOSPITAL	$0.00	$122,096.39	$122,096.39
LABORATORY & X-RAY	$0.00	$48,160.29	$48,160.29
MEDICAL	$1,353.72	$126,221.99	$127,575.71
SURGERY	$0.00	$15,001.75	$15,001.75
	$1,353.72	**$316,112.94**	**$317,466.66**

INDUSTRY AND LOCAL 338 WELFARE FUND
AUTHORIZATION FOR DISBURSEMENTS
OCTOBER 31, 2025

WELFARE FUND CHECKING

DESCRIPTION	AMOUNT
NVA OPTICAL CLAIMS 10/25	508.34
ANTHEM EMPIRE- MEDICAL CLAIMS 9/25-10/25	50,032.31
MEDCO RX CLAIMS 9/25-10/25	72,131.80
ASO DENTAL CLAIMS 10/25	2,590.70
TOTAL PAYMENTS	**125,263.15**

INDUSTRY AND LOCAL 338 WELFARE FUND
AUTHORIZATION FOR DISBURSEMENTS
NOVEMBER 30, 2025

WELFARE FUND CHECKING

DESCRIPTION	AMOUNT
NVA OPTICAL CLAIMS 10/25	257.67
ANTHEM EMPIRE- MEDICAL CLAIMS 10/25-11/25	154,147.85
MEDCO RX CLAIMS 10/25-11/25	35,543.68
ASO DENTAL CLAIMS 11/25	1,557.85
TOTAL PAYMENTS	**191,507.05**

INDUSTRY AND LOCAL 338 WELFARE FUND
AUTHORIZATION FOR DISBURSEMENTS
DECEMBER 31, 2025

WELFARE FUND CHECKING

CHECK	DESCRIPTION	AMOUNT
	NVA OPTICAL CLAIMS 11/25	438.69
	ANTHEM EMPIRE- MEDICAL CLAIMS 11/25-12/25	275,068.57
	MEDCO RX CLAIMS 11/25-12/25	81,596.32
	ASO DENTAL CLAIMS 11/25-12/25	2,718.00
	TOTAL PAYMENTS	**359,821.58**

Local 338 Delinquency Log

Delinquencies as of 12/31/25

Employer	Month(s) Delinquent
N/A	N/A

Late Fees

Employer	Welfare Balance Owed	Month(s) Owed
First Student (Roundout)	$11.20	11/19 & 8/21
Paraco Gas Corp.	$31.45	5/25

Status of Withdrawal Liability Payments as of 12/31/25

Employer	Start Date	Amount of W/L Pymt Mthly	Total # of Pymts Required	Pymts Made to Date	Past Due?	Employer ID#	Date of withdrawal
Local 338 Welfare Fund	3/1/2014	$1,479.58	240	142	No	36	6/30/2013

Local 338 Welfare Fund Employer Contribution Rates

Employer	Employer #	*Wel Count	Contract Effective Date	Contract Expiration Date	Current Weekly Welfare Rate	Current CBA on file	Which Union?
First Student (Kingston)	**59**	**1**	1/1/2024 9/1/2024 **1/1/2025** 1/1/2026 1/1/2027	8/31/2027	376.00 402.40 **430.40** 460.40 492.80	Yes	445
First Student (Rondout)	**65**	**4**	**9/1/2025** 1/1/2026 1/1/2027 1/1/2028	8/31/2028	**430.40** 460.40 492.80 527.20	Yes	445
First Student (Wallkill and Valley Central)	**71**	**5**	**9/1/2025** 1/1/2026 1/1/2027 1/1/2028	8/31/2028	**430.40** 460.40 492.80 527.20	Yes	445
L.P. Transportation *Currently in negotiations*	**43**	**34**	8/16/2022 8/16/2023 **8/16/2024**	8/15/2025	332.00 376.00 **396.00**	No	445
Mondelez International was Kraft Foods Global Inc.	**49**	**47**	9/1/2024 **9/1/2025** 9/1/2026 9/1/2027	8/31/2028	419.22 **432.47** 455.71 483.05	Yes	445

* Participant Count as of 3/24/26

Local 338 Welfare Fund Employer Contribution Rates

Employer	Employer #	*Wel Count	Contract Effective Date	Contract Expiration Date	Current Weekly Welfare Rate	Current CBA on file	Which Union?
Orange County Transit (includes Wallkill and Valley Central)	**70**	**8**	9/1/2022 3/1/2023 1/1/2024 **1/1/2025** 1/1/2026 1/1/2027	8/31/2027	296.00 325.60 358.00 **384.80** 384.80 396.00	Yes	445
Orange County Transit - Opt Out		**2**	3/1/2023 1/1/2024 **1/1/2025** 1/1/2026 1/1/2027		81.60 89.50 **96.20** 96.20 99.00		
Paraco Gas Corp.	**54**	**8**	2/1/2024 **2/1/2025** 2/1/2026 2/1/2027 2/1/2028	1/31/2029	376.00 **419.22** 432.47 455.71 482.80	Yes	445
PreCast Concrete	**55**	**4**	5/1/2024 **5/1/2025** 5/1/2026	12/31/2026	419.22 **432.47** 455.60	No	445
Westchester Local 860 *Currently in negotiations*	**21**	**1**	10/1/2021 10/1/2022 10/1/2023 **10/1/2024**	9/30/2025	312.00 332.00 360.00 **376.00**	No	445

* Participant Count as of 3/24/26

INDUSTRY AND LOCAL 338 WELFARE FUND
NUMBER OF ACTIVE MEMBERS
RECEIVING BENEFITS
JANUARY 2025 - DECEMBER 2025

MONTH	WELFARE	COBRA
January-25	135	0
February-25	135	0
March-25	135	0
April-25	134	0
May-25	127	0
June-25	124	0
July-25	123	0
August-25	119	0
September-25	121	0
October-25	122	0
November-25	121	0
December-25	114	0

INDUSTRY & LOCAL 338 WELFARE FUND
JULY 1, 2025 THROUGH JUNE 30, 2026
CASH OPERATING STATEMENT

	JANUARY	FEBRUARY	MARCH	JANUARY-MARCH	YEAR TO DATE
Remittances					
Employer Contributions *	211,574.25	187,436.30	177,066.14	576,076.69	1,831,619.19
COBRA	0.00	0.00	0.00	0.00	0.00
Payroll Audit	0.00	15,108.41	0.00	15,108.41	15,108.41
Payroll Audit Interest	0.00	0.00	0.00	0.00	0.00
Interest- Delinquent Employer	525.90	0.00	96.15	622.05	733.64
Dividend Income	15,620.08	15,166.52	14,088.42	44,875.02	208,013.41
SEI Investments Realized G/L	0.00	0.00	0.00	0.00	139,819.68
SEI Investments Unrealized G/L	74,357.42	75,515.88	(149,451.03)	422.27	(6,932.18)
SEI Fund Rebate	0.00	1,694.54	0.00	1,694.54	4,839.10
Stop Loss Reimbursement	0.00	0.00	0.00	0.00	25,581.13
Prescription Rebate	0.00	46,755.40	0.00	46,755.40	287,222.94
IRS Interest	0.00	0.00	0.00	0.00	0.00
Class Action Proceeds	0.00	0.00	0.00	0.00	19.90
Miscellaneous	0.00	0.00	0.00	0.00	179.99
Total Income	**302,077.65**	**341,677.05**	**41,799.68**	**685,554.38**	**2,506,205.21**
Benefit Expenses *					
Benefits Paid	0.00	0.00	0.00	0.00	0.00
Anthem- Medical	85,412.59	75,991.32	198,958.22	360,362.13	1,153,165.63
Anthem- Retention	4,692.52	5,300.59	4,907.26	14,900.37	46,235.66
Anthem- NY Taxes	758.18	705.02	698.52	2,161.72	6,758.04
Medco Claims	44,667.12	29,210.47	76,500.79	150,378.38	477,153.89
Admin. Fee	1,591.61	313.80	0.00	1,905.41	5,372.22
ASO Dental Claims	3,256.00	3,742.00	1,454.00	8,452.00	25,166.00
Admin. Fee	260.15	247.25	245.10	752.50	2,326.30
NVA Optical Claims	592.00	316.00	265.00	1,173.00	2,638.00
Admin. Fee	42.00	49.00	42.00	133.00	378.95
Amalgamated: Life Insurance	426.53	405.38	401.85	1,233.76	3,514.07
Paid Family Leave	3,574.34	3,397.10	5,044.06	12,015.50	33,638.78
Disability	823.41	782.58	775.77	2,381.76	7,363.03
Teamster Center Services	285.20	278.30	264.50	828.00	2,412.55
Stop Loss Insurance	22,201.08	21,100.20	20,916.72	64,218.00	198,525.36
Total Benefit Expenses	**168,582.73**	**141,839.01**	**310,473.79**	**620,895.53**	**1,964,648.48**
Administrative Expenses *					
AA, LLC- Admin. Fees	7,567.00	7,567.00	7,567.00	22,701.00	68,103.00
Legal Fees	520.00	0.00	0.00	520.00	3,160.00
Consulting Fees	0.00	0.00	0.00	0.00	0.00
SEI Invest./Custody Fees	0.00	6,033.44	0.00	6,033.44	17,611.42
Fiduciary Liability Insurance	0.00	0.00	0.00	0.00	2,676.33
Actuary Fees	0.00	14,596.75	0.00	14,596.75	44,718.50
Year End Audit	18,000.00	0.00	0.00	18,000.00	36,000.00
Payroll Audits	1,218.34	166.80	121.14	1,506.28	15,958.24
Fidelity Bond Insurance	0.00	0.00	0.00	0.00	1,770.69
Convention & Seminars	0.00	0.00	0.00	0.00	0.00
Printing & Stationery	0.00	71.94	0.00	71.94	336.53
Postage	0.00	80.66	0.00	80.66	251.07
Office Supplies & Expenses	0.00	30.00	0.00	30.00	60.00
Bank Charges	124.50	138.25	110.75	373.50	1,150.00
Travel Expenses	0.00	0.00	0.00	0.00	0.00
Meeting Expenses	0.00	0.00	0.00	0.00	0.00
Dues & Membership	0.00	0.00	0.00	0.00	496.87
Withdrawal Liability	1,479.58	1,479.58	1,479.58	4,438.74	13,316.22
NY Labor Health Care Dues	0.00	0.00	0.00	0.00	750.00
PCORI Fee	0.00	0.00	0.00	0.00	0.00
Transitional Reinsurance Fee	0.00	0.00	0.00	0.00	0.00
Cyber Liability	0.00	0.00	0.00	0.00	(3,533.64)
Total Admin. Expenses	**28,909.42**	**30,164.42**	**9,278.47**	**68,352.31**	**202,825.23**
TOTAL EXPENSES	**197,492.15**	**172,003.43**	**319,752.26**	**689,247.84**	**2,167,473.71**
INCREASE/(DECREASE)	**104,585.50**	**169,673.62**	**(277,952.58)**	**(3,693.46)**	**338,731.50**

FUND RESERVE AS OF 3/31/26 $ 6,748,464.25

* Cash to Accrual

INDUSTRY AND LOCAL 338 WELFARE FUND

3RD QUARTER 2026 (JANUARY, FEBRUARY, MARCH)

	Anthem Network		
Benefit	**Out-of-Network**	**In-Network**	**Grand Total**
ANESTHESIA	$0.00	$8,885.97	$8,885.97
HOSPITAL	$0.00	$152,364.98	$152,364.98
LABORATORY & X-RAY	$0.00	$71,240.64	$71,240.64
MEDICAL	$2,000.00	$90,114.19	$92,114.19
SURGERY	$0.00	$80,783.91	$80,783.91
COVID-19 TESTING		-$33.10	-$33.10
	$2,000.00	**$403,356.59**	**$405,356.59**

2ND QUARTER 2025 (OCTOBER, NOVEMBER, DECEMBER)

	Anthem Network		
Benefit	**Out-of-Network**	**In-Network**	**Grand Total**
ANESTHESIA	$0.00	$10,860.55	$10,860.55
HOSPITAL	$0.00	$263,149.80	$263,149.80
LABORATORY & X-RAY	$0.00	$56,175.90	$56,175.90
MEDICAL	$1,999.62	$116,495.70	$118,495.32
SURGERY	$0.00	$15,234.50	$15,234.50
	$1,999.62	**$461,916.45**	**$463,916.07**

1ST QUARTER 2025 (JULY, AUGUST, SEPTEMBER)

	Anthem Network		
Benefit	**Out-of-Network**	**In-Network**	**Grand Total**
ANESTHESIA	$0.00	$4,632.52	$4,632.52
HOSPITAL	$0.00	$122,096.39	$122,096.39
LABORATORY & X-RAY	$0.00	$48,160.29	$48,160.29
MEDICAL	$1,353.72	$126,221.99	$127,575.71
SURGERY	$0.00	$15,001.75	$15,001.75
	$1,353.72	**$316,112.94**	**$317,466.66**

INDUSTRY AND LOCAL 338 WELFARE FUND
AUTHORIZATION FOR DISBURSEMENTS
JANUARY 31, 2026

WELFARE FUND CHECKING

DESCRIPTION	AMOUNT
NVA OPTICAL CLAIMS 12/25	178.34
ANTHEM EMPIRE- MEDICAL CLAIMS 1/26	90,863.29
MEDCO RX CLAIMS 1/26	46,258.73
ASO DENTAL CLAIMS 11/25-1/26	2,236.85
TOTAL PAYMENTS	**139,537.21**

INDUSTRY AND LOCAL 338 WELFARE FUND
AUTHORIZATION FOR DISBURSEMENTS
FEBRUARY 28, 2026

WELFARE FUND CHECKING

DESCRIPTION	AMOUNT
NVA OPTICAL CLAIMS 1/26-2/26	638.00
ANTHEM EMPIRE- MEDICAL CLAIMS 1/26-2/26	81,996.93
MEDCO RX CLAIMS 2/26	29,524.27
ASO DENTAL CLAIMS 1/26-2/26	5,872.25
TOTAL PAYMENTS	**118,031.45**

INDUSTRY AND LOCAL 338 WELFARE FUND
AUTHORIZATION FOR DISBURSEMENTS
MARCH 31, 2026

WELFARE FUND CHECKING

CHECK	DESCRIPTION	AMOUNT
	NVA OPTICAL CLAIMS 2/26-3/26	302.00
	ANTHEM EMPIRE- MEDICAL CLAIMS 2/26-3/26	204,564.00
	MEDCO RX CLAIMS 2/26-3/26	76,500.79
	ASO DENTAL CLAIMS 2/26-3/26	1,699.10
	TOTAL PAYMENTS	**283,065.89**

Local 338 Delinquency Log

Delinquencies as of 3/31/26

Employer	Month(s) Delinquent
Orange County Transit	2/26 *

Late Fees

Employer	Welfare Balance Owed	Month(s) Owed
First Student (Kingston)	$10.30	12/25 & 3/26
First Student (Roundout)	$54.74	11/19, 8/21, 12/25 & 3/26
First Student (Valley & Wallkill)	$29.14	3/26
Orange County Transit	$97.59	4/26
Paraco Gas Corp.	$31.45	5/25

Status of Withdrawal Liability Payments as of 3/31/26

Employer	Start Date	Amount of W/L Pymt Mthly	Total # of Pymts Required	Pymts Made to Date	Past Due?	Employer ID#	Date of withdrawal
Local 338 Welfare Fund	3/1/2014	$1,479.58	240	145	No	36	6/30/2013

* Orange County Transit paid February contributions 4/16/26

Local 338 Welfare Fund Employer Contribution Rates

Employer	Employer #	*Wel Count	Contract Effective Date	Contract Expiration Date	Current Weekly Welfare Rate	Current CBA on file	Which Union?
First Student (Kingston)	**59**	**1**	1/1/2024 9/1/2024 1/1/2025 **1/1/2026** 1/1/2027	8/31/2027	376.00 402.40 430.40 **460.40** 492.80	Yes	445
First Student (Rondout)	**65**	**4**	9/1/2025 **1/1/2026** 1/1/2027 1/1/2028	8/31/2028	430.40 **460.40** 492.80 527.20	Yes	445
First Student (Wallkill and Valley Central)	**71**	**5**	9/1/2025 **1/1/2026** 1/1/2027 1/1/2028	8/31/2028	430.40 **460.40** 492.80 527.20	Yes	445
L.P. Transportation *Currently in negotiations*	**43**	**33**	8/16/2022 8/16/2023 **8/16/2024**	8/15/2025	332.00 376.00 **396.00**	No	445
Mondelez International was Kraft Foods Global Inc.	**49**	**45**	9/1/2024 **9/1/2025** 9/1/2026 9/1/2027	8/31/2028	419.22 **432.47** 455.71 483.05	Yes	445

* Participant Count as of 7/15/26

Local 338 Welfare Fund Employer Contribution Rates

Employer	Employer #	*Wel Count	Contract Effective Date	Contract Expiration Date	Current Weekly Welfare Rate	Current CBA on file	Which Union?
Orange County Transit	**70**	**8**	9/1/2022 3/1/2023 1/1/2024 1/1/2025 **1/1/2026** 1/1/2027	8/31/2027	296.00 325.60 358.00 384.80 **384.80** 396.00	Yes	445
Orange County Transit - Opt Out		**2**	3/1/2023 1/1/2024 1/1/2025 **1/1/2026** 1/1/2027		81.60 89.50 96.20 **96.20** 99.00		
Paraco Gas Corp.	**54**	**8**	2/1/2024 2/1/2025 **2/1/2026** 2/1/2027 2/1/2028	1/31/2029	376.00 419.22 **432.47** 455.71 482.80	Yes	445
PreCast Concrete	**55**	**4**	5/1/2024 **5/1/2025** 5/1/2026	12/31/2026	419.22 **432.47** 455.60	Yes	445
Westchester Local 860	**21**	**2**	**10/1/2025** 10/1/2026	9/30/2027	**402.85** 431.20	Yes	445

* Participant Count as of 7/15/26

INDUSTRY AND LOCAL 338 WELFARE FUND
NUMBER OF ACTIVE MEMBERS
RECEIVING BENEFITS
JANUARY 2026 - DECEMBER 2026

MONTH	WELFARE	COBRA
January-26	116	0
February-26	110	0
March-26	114	0
April-26		
May-26		
June-26		
July-26		
August-26		
September-26		
October-26		
November-26		
December-26		

NAME: **SS#:**

Industry and Local 338 Welfare Fund

LOCAL: 338
STATUS: Full Time

ISSUE: Hospital/Medical – Experimental/Investigational #M26/101-5487

FUND RULE:

"**Exclusions**

In addition to services listed under 'What's Not Covered' in the prior sections, your PPO does not cover the following:

Experimental/Investigational Treatments

- Technology, treatments, procedures, drugs, biological products or medical devices that in Empire's judgment are:
  - experimental or investigative,
  - obsolete or ineffective, and
  - any hospitalization in connection with experimental or investigative treatments.

- "Experimental" or "investigative" means that for the particular diagnosis or treatment of the covered person's condition, the treatment is:
  - not of proven benefit,
  - not generally recognized by the medical community (as reflected in published medical literature).

Government approval of a specific technology or treatment does not necessarily prove that it is appropriate or effective for a particular diagnosis or treatment of a covered person's condition. Empire may require that any or all of the following criteria be met to determine whether a technology, treatment, procedure, biological product, medical device or drug is experimental, investigative, obsolete or ineffective:

- There is final market approval by the U.S. Food and Drug Administration (FDA) for the patient's particular diagnosis or condition, except for certain drugs prescribed for the treatment of cancer. Once the FDA approves use of a medical device, drug or biological product for a particular diagnosis or condition, use for another diagnosis or condition may require that additional criteria be met.
- Published peer review medical literature must conclude that the technology has a definite positive effect on health outcomes.
- Published evidence must show that over time the treatment improves health outcomes (i.e., the beneficial effects outweigh any harmful effects).
- Published proof must show that the treatment at the least improves health outcomes or that it can be used in appropriate medical situations where the established treatment cannot be used. Published proof must show that the treatment improves health outcomes in standard medical practice, not just in an experimental laboratory setting."

(Industry and Local 338 Welfare Fund SPD, Pages 79-80)

SUMMARY:

Date(s) of Service:	November 21, 2025
Claim(s) Received:	December 8, 2025
Claim(s) Denied:	December 11, 2025
Appeal Received:	May 26, 2026

The **provider,** Englewood Knee and Sports Medicine, is appealing for payment of a claim for a PRP (Platelet-Rich Plasma) injection that was denied. The provider states, "This treatment was prescribed based on clear clinical evidence and in alignment with the patient's medical needs, with the goal of improving function, reducing pain, and preventing further deterioration. […] Platelet-Rich Plasma therapy is supported by a growing body of peer-reviewed literature demonstrating its efficacy in promoting tissue healing, reducing inflammation, and restoring function in musculoskeletal conditions that have failed standard care."

Records indicate that Englewood Knee and Sports Medicine submitted a claim for a PRP injection (CPT codes 0232T and 20610-LT) rendered on November 21, 2025 with the diagnoses "Unilateral primary osteoarthritis – left knee, Other tear of medial meniscus – current injury – left knee, Effusion – left knee, and Pain in left knee." It is noted that CPT codes with a "T" modifier are considered "Category III CPT codes" for "emerging technology" by the American Medical Association. The claim was denied because the treatment is considered experimental/investigational in nature and therefore excluded from coverage.

Note: The Fund Office received a phone call from the provider's office on November 3, 2025, prior to the services being rendered, regarding benefits and authorization for CPT code 0232T. The provider was advised that this service would not be covered.

The provider billed $4,300.00 for the claim under review, and the out-of-network Reasonable and Customary allowance is $1,980.31. If approved by the Trustees, the Plan would pay $1,612.18. The participant's responsibility would be $2,687.82.

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

Englewood Knee & Sports Medicine
Suite 100
370 Grand Ave
Englewood NJ 07631

Associated Administrators
Attn Appeals Department
911 Ridgebrook Rd
Sparks MD 21152

Englewood Knee and Sports Medicine
370 Grand Ave Ste100 Englewood NJ, 07631
Phone: 201-567-5700 Fax: 201-567-8049

Request for Appeal from Denial, Reduction, and/or Non-Payment

03/23/2026

Re: Appeal for Medical Necessity – CPT 0232T
Patient Name: [redacted]
Policy Number: RWB0040573BW
Claim Number: DKJQ78
Date(s) of Service: 11/21/2025

Dear Medical Review Committee,

I am writing to formally appeal the denial of coverage for **CPT 0232T – Injection(s), platelet-rich plasma, any site, including image guidance, harvesting, and preparation when performed** for my patient, [Patient Name]. This treatment was prescribed based on clear clinical evidence and in alignment with the patient's medical needs, with the goal of improving function, reducing pain, and preventing further deterioration.

Clinical Background:

[redacted] has been diagnosed with osteoarthritis and effusion and medical meniscus tear of left knee confirmed through [diagnostic imaging, physical examination, and/or lab results]. The patient has undergone extensive conservative management, including [list treatments: physical therapy, NSAIDs, corticosteroid injections, bracing, activity modification], without sufficient or lasting relief.

Rationale for Medical Necessity:

Platelet-Rich Plasma (PRP) therapy is supported by a growing body of peer-reviewed literature demonstrating its efficacy in promoting tissue healing, reducing inflammation, and restoring function in musculoskeletal conditions that have failed standard care. In this case:

- **Failure of conservative treatment:** The patient has exhausted non-invasive options over [duration].
- **Functional impairment:** The condition significantly limits daily activities and quality of life.
- **Evidence-based support:** Multiple clinical studies and specialty society guidelines recognize PRP as a viable treatment for left knee.
- **Prevention of more invasive procedures:** PRP may help avoid surgical intervention, which carries higher risk, cost, and recovery time.

Request:

Given the patient's documented history, failed conservative measures, and the potential for PRP to provide meaningful improvement, I respectfully request reconsideration and approval for coverage of CPT 0232T as medically necessary.

I have enclosed:

- Detailed clinical notes and history
- Imaging and diagnostic reports
- Peer-reviewed literature supporting PRP efficacy for this condition
- Documentation of prior treatments and outcomes

Thank you for your time and careful review of this appeal. I am confident that approval of this treatment will serve the patient's best interest and align with evidence-based medical practice.

Sincerely,

Carla Beltran
Billing Representative
email: cbeltran@spsrcm.com
Phone: 855-777-1056 ex 209
Fax: 201-526-6629

Customer ID 429042 **Exchange Date** March 19, 2026 1:51 PM
Transaction ID 012b16c5-2eed-923a-9b51-bc9f3b3a3e1d

Horizon

The Health Plan's value add response was invalid. Only 277 details can be returned.

Patient Information

Patient	[redacted]
DOB	
Member ID	RWB0040573BW
Patient Account Number	9570-130187
Gender	

Claim Information

Claim Number	27253388733400
Claim Status	FINALIZED
Claim Type	
Effective Date	12/12/2025
Received Date	
Finalized Date	12/12/2025
Service Dates	11/21/2025 - 11/21/2025
Line of Business	
Bill Type	
Other ID	
Adjusted	
Reason/Remark Codes	
Allowed Amount	
Billed Amount	$4,300.00
Coinsurance Amount	
Copay Amount	
Deductible Amount	
Insurance Total Paid Amount	$0.00
Patient Responsibility Amount	
Medicare Paid Amount	
Other Insurance Paid Amount	
Medicare Allowed Amount	
Medicare Deductible Amount	
Medicare Coinsurance Amount	
Claim Comment	

RECEIVED
MAY 26 2026
AA,LLC

Payment Information

Check Number	
Check Amount	
Check Date	12/12/2025
Payee Type	
Provider Type	
Billing Provider NPI	1316133564
Billing Provider Tax ID	
Billing Provider Name	ENGLEWOOD KNEE & SPORTS MEDICINE

Line Level Information

Status	Service Dates	Rev	Proc	QTY	DX Codes	Modifier	Reason/Remark Codes	Billed	Allowed	Paid	Coinsurance	Copay	Deductible	Medicare Paid
FINALIZED	11/21/2025 11/21/2025		0232T	1				$3,500.00		$0.00				
FINALIZED	11/21/2025 11/21/2025		20610	1		LT		$800.00		$0.00				

Codes

Type	Code	Description
Category	F0	Finalized-The claim/encounter has completed the adjudication cycle and no more action will be taken.
Status	1	For more detailed information, see remittance advice.

Mood: ° Euthymic.
Affect: ° Normal - calm.

Skin:

• Dry. • Generally warm.

Left knee portals c/d/i
ROM 0-160
NO EFFUSION
No calf tenderness
distalyl n/v/i
quad strenght is improving.
Tests

Imaging:

X-Ray Knee:

Impressions: AP and lateral view x-rays of the left knee were performed.

Assessment

- Knee joint pain
- Acute medial meniscus tear
- Hydrarthrosis of the knee / patella / tibia / fibula

Allergies
Nkda.
Plan

- Follow-up for re-examination in 3 weeks

[redacted] ww/p left knee arthroscopic medial meniscus repair on 9/15/25.

Continue with home excise program. With patient's consent, from the right antecubital fossa 10 cc of peripheral venous blood was obtained. This was then placed through the centrifuge resulting in 3 cc of platelet rich plasma. This was then injected in sterile fashion into the left knee. She tolerated the procedure well. Follow-up in 5 weeks.
Practice Management

Postoperative visit, without charge.

Narrative

No narrative has been assigned.

Medications

No medications have been prescribed.

Messages

No messages exist.

Orders

No orders have been ordered.

Tasks

No tasks have been created.

Vaccinations

No vaccinations have been entered.

Problem List

Date	Description	Code
11/21/2025	PAIN IN LEFT KNEE	M25.562
11/21/2025	EFFUSION, LEFT KNEE	M25.462
11/21/2025	OTHER TEAR OF MEDIAL MENISCUS, CURRENT INJURY, LEFT KNEE, INITIAL ENCOUNTER	S83.242A

Allergy Shot

No shots exist.

Injections

No injections have been entered.

Associated Administrators, LLC
911 Ridgebrook Rd.
Sparks MD 21152

Explanation of Benefits - This is NOT a Bill
Please retain for Tax Purposes

Forwarding Service Requested

**********ALL FOR AADC 105
PB-COL-34-ENV 7355 23
[redacted]

Industry & Local 338 Welfare Fund

If you have any questions, please call (855) 412-3797

Statement Date: 12/11/25

TYPE	DESCRIPTION
B	Basic Benefit
M	Major Medical Benefit

Dates of Service	Procedure	Amount Charged	Not Covered	Remark Codes	Amount Allowed	Deductible	Type	%	Plan Pays	Medicare/ Other Pymnt	Patient Responsibility
Claim #: DKJQ78			**Patient:** [redacted]						**Patient Acct. #:** XXXXX5487		
Provider: KNEE SPORTS ENGLEWOOD			**Employee:** [redacted]						**Employee #:** 0040573BW		
11/21-11/21/2025	MEDICAL SERVICE	3,500.00	3,500.00	A1 A2	0.00	0.00	M	0	0.00	0.00	3,500.00
11/21-11/21/2025	SURGERY	800.00	800.00	A1	0.00	0.00	M	0	0.00	0.00	800.00
	TOTALS	4,300.00	4,300.00		0.00	0.00			0.00	0.00	4,300.00

Total Plan Benefit	0.00
Total Plan Pays	0.00
Less COB Adjustment:	0.00
Less Provider Payment Adjustment:	0.00
Total Benefits Paid:	3,633.45

Dates of Service	Procedure	Amount Charged	Not Covered	Remark Codes	Amount Allowed	Deductible	Type	%	Plan Pays	Medicare/ Other Pymnt	Patient Responsibility
Claim #: DKMP51			**Patient:** [redacted]						**Patient Acct. #:** XXXXX5487		
Provider: NAME MEDICAL HOLY			**Employee:** [redacted]						**Employee #:** 0040573BW		
11/04-11/04/2025	PHYS. THERAPY	658.00	47.90	A1	610.10	0.00	M	100	590.10	0.00	20.00
11/04-11/04/2025	PHYS. THERAPY	309.00	22.49		286.51	0.00	M	100	286.51	0.00	0.00
11/04-11/04/2025	PHYS. THERAPY	293.00	21.33		271.67	0.00	M	100	271.67	0.00	0.00
11/06-11/06/2025	PHYS. THERAPY	987.00	71.85	A1	915.15	0.00	M	100	895.15	0.00	20.00
11/06-11/06/2025	PHYS. THERAPY	293.00	21.33		271.67	0.00	M	100	271.67	0.00	0.00
11/11-11/11/2025	PHYS. THERAPY	879.00	63.99	A1	815.01	0.00	M	100	795.01	0.00	20.00
11/13-11/13/2025	PHYS. THERAPY	586.00	42.66	A1	543.34	0.00	M	100	523.34	0.00	20.00
	TOTALS	4,005.00	291.55		3,713.45	0.00			3,633.45	0.00	80.00

Total Plan Benefit	3,713.45
Total Plan Pays	3,633.45
Less COB Adjustment:	0.00
Less Provider Payment Adjustment:	0.00
Total Benefits Paid:	3,633.45

Claim	Line	Code	Description
DKJQ78	001	A1	CONSIDERED INVESTIGATIONAL/EXPERIMENTAL
DKJQ78	001	A2	SERVICE IS NOT COVERED BY YOUR PLAN.
DKJQ78	002	A1	SERVICE IS NOT COVERED BY YOUR PLAN.
DKMP51	001	A1	CO-PAYMENT
DKMP51	004	A1	CO-PAYMENT
DKMP51	006	A1	CO-PAYMENT
DKMP51	007	A1	CO-PAYMENT
DKMP51	00C	B1	MEMBER IS NOT RESPONSIBLE FOR ANTHEM DISCOUNT OF $291.55.
DKMP51	00C	B2	YOU HAVE APPLIED 13 OF YOUR 30 ANNUAL MAXIMUM.

	Amount Charged	Not Covered		Amount Allowed	Deductible		Plan Pays	Medicare/ Other Pymnt	Patient Responsibility
STATEMENT TOTALS	8,305.00	4,591.55		3,713.45	0.00		3,633.45	0.00	4,380.00

Appeal Rights

If your claim has been wholly or partially denied (as shown in the Messages section on the front of this Explanation of Benefits, or "EOB"), you have the right to appeal this decision within 180 days of your receipt of this EOB. You may submit written comments, documents, and other information relating to your claim. You have the right to designate, in writing, a representative to act on your behalf. You must provide the Fund with the representative's name, address, and telephone number, and the Fund will direct all future communications to the representative.

If the Fund relied upon an internal rule, guideline, or protocol in making the decision, it will be available upon request, free of charge. If the Fund based its determination upon medical necessity, experimental treatment, or similar exclusion or limit, such explanation is available upon request and free of charge. If the Fund obtained any advice from a medical expert on the claim (even if the advice was not relied upon) the Fund will identify, upon request, the firm providing the medical expert's advice.

The Board of Trustees will review your appeal at its next scheduled meeting unless the appeal is filed within 30 days of that meeting, in which case it will be reviewed at the following meeting. If circumstances require more time for a decision, you will be notified in writing. The notice will describe the reason for the delay, and the approximate date a decision will be made. The decision will be made no later than the third Board of Trustees meeting following the date the Fund receives your appeal. The review will take into account all information you submit relating to your claim. The Fund will notify you in writing of the Board of Trustees' decision within five days after the decision is made. In the event your appeal is denied, you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

If your situation meets the definition of urgent under law, your review will be conducted within the urgent time frames established by law. An appeal of an Urgent Care Claim denial may be oral or in writing. You or your doctor should supply all information for an Urgent Care Claim appeal by hand delivery to the Fund Office or by telephone to 1-855-412-3797 or by fax to 1-877-227-3536.

In the event that your internal appeal is denied, you may be entitled to request an external review, as defined by the Patient Protection and Affordable Care Act (PPACA). If your claim is urgent, you may be entitled to request an expedited external review. Please contact the Fund Office for details about the availability of an external review.

If your claim is denied, in whole or in part, you are not required to appeal the decision. Further, you have the right to file suit in federal or state court under Section 502(a) of ERISA on your claim for benefits. However, you must exhaust your administrative remedies by appealing the denial to the Board of Trustees before you have the right to file suit in state or federal court. Failure to exhaust these administrative remedies will result in the loss of your right to file suit, as described in the ERISA Rights statement in your Summary Plan Description.

Should you have any questions about your appeal rights, please contact Participant Services at the number shown in your SPD, or mail your appeal to "Associated Administrators, LLC, 911 Ridgebrook Road, Sparks, Maryland 21152-9451, Attn: Appeals Coordinator". You may also contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272).

Spanish (Español): Para obtener asistencia en Español, llame al 855-412-3797.

NAME: **SS#:**
REGARDING:

Industry and Local 338 Welfare Fund

LOCAL: 338
STATUS: Full Time

ISSUE: Hospital/Medical – Excluded Services #M26/102-2858

FUND RULE:

"Summary of Material Modifications

CHANGES TO THE WELFARE FUND EFFECTIVE JULY 1, 2019

The Board of Trustees have carefully considered the relative merits of cell-based therapy and have decided to exclude all such therapy under the Plan effective July 1, 2019. As such, the Exclusions and Limitations section of the Hospital and Health Benefits/PPO Benefits found in the SPD is amended with the addition of the following to the list of exclusions.

Exclusions and Limitations
In addition to services listed under "What's Not Covered" in the prior sections, the Fund does not cover the following:

- **Charges related to gene therapy**

  Gene therapy typically involves replacing a gene that causes a medical problem with one that does not, adding genes to help the body fight or treat disease, or inactivating genes that cause medical problems. The Fund does not cover any charges related to gene therapy, whether those therapies have received approval from the U.S. Food and Drug Administration ("FDA") or are considered experimental or investigational. Illustrative examples of gene therapy include therapies such as Kymriah and Yescarta, as well and Luxturna and Zolgensma, but new applications for gene therapies are submitted every year. The Fund does not cover any related genetic testing intended to determine whether particular genetic mutations are present and/or whether particular drug therapies might work for a particular patient before any of the above gene therapy is initiated."

(Industry and Local 338 Welfare Fund Summary of Material Modifications, December 2019)

SUMMARY:

Date(s) of Service:	February 6, 2026
Claim(s) Received:	March 10, 2026
Claim(s) Denied:	March 11, 2026
Appeal Received:	June 11, 2026

The **provider,** LabCorp Genetics, is appealing for payment of a claim for genetic testing that was denied. The provider states, in summary, "The patient's physician ordered the LabCorp Genetics test due to its validated clinical utility in clarifying disease risk, guiding clinical decision making, and assisting both the physician and patient in making medical management decisions. This test analyzes genes associated with a hereditary disposition."

Records indicate that LabCorp Genetics submitted a claim for genetic testing (CPT 81479) rendered on February 6, 2026 with the diagnosis "Family history of genetic disease." The claim was denied because the Fund does not cover gene therapy or genetic testing.

Note: The provider billed $1,285.00 for the claim under review, and the PPO allowance is $642.50. If approved by the Trustees, the Plan would pay $383.50. The participant's responsibility would be $259.00.

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

2026153B81587

May 14, 2026

labcorp INVITAE

BCBS New York
ATTN: Appeals Department
PO BOX 1407, CHURCH STREET STATION
EMPIRE - APPEALS DEPARTMENT
NEW YORK, NY 10008-1407

Re:
Patient Name: [redacted]
DOB: [redacted]
Date of Service: 02/06/2026
Subscriber ID#: RWB0006063BW
Claim #: 2026066BK5231
Accession #: LG7865248

Tax ID #: 992210303

THIS IS A FORMAL APPEAL

To Whom It May Concern:

We received your explanation of benefits for the above-noted member's claim which was denied for No Medical Necessity. The patient's physician ordered the Labcorp Genetics test due to its validated clinical utility in clarifying disease risk, guiding clinical decision making, and assisting both the physician and patient in making medical management decisions. This test analyzes genes associated with a hereditary disposition. By providing potentially prognostic information, the results of the test directly impact clinical decision making and guide both the physician and patient in medical management.

Labcorp Genetics has developed and validated novel next-generation sequencing (NGS) methods that extend the analytic range of NGS to detect challenging classes of variants while maintaining excellent performance. Sensitivity and specificity have been proven in five studies that included a total of 1,457 patients; the analytic sensitivity of Invitae's test was greater than 99.9%. The ability to correctly report negative results was 100%. Labcorp Genetics is a College of American Pathologists (CAP) accredited and Clinical Laboratory Improvement Amendments (CLIA) certified clinical diagnostics laboratory. Labcorp Genetics' testing includes genes and panels that are carefully curated.

The test was ordered due to the patient's diagnosis of Z84.81.

In summary, based on the above information, and the physician's decision to order the test, we are requesting coverage at this time for the claim.

Attached is the treatment requisition form (physician order), lab report, and available medical records for your review. Please let us know if you are in need of further information to process the claim for payment. Thank you for your prompt attention to this matter. I look forward to your reconsideration.

Respectfully,

Richard Dione
richard.dione@labcorp.com
Appeals Specialist
Labcorp Genetics

Associated Administrators, LLC
911 Ridgebrook Rd.
Sparks MD 21152

Explanation of Benefits - This is NOT a Bill
Please retain for Tax Purposes

Forwarding Service Requested

**********ALL FOR AADC 105
PB-COL-34-ENV 4560 17
[redacted]

Industry & Local 338 Welfare Fund

If you have any questions, please call (855) 412-3797

Statement Date: 03/11/26

TYPE	DESCRIPTION
B	Basic Benefit
M	Major Medical Benefit

Dates of Service	Procedure	Amount Charged	Not Covered	Remark Codes	Amount Allowed	Deductible	Type	%	Plan Pays	Medicare/ Other Pymnt	Patient Responsibility
Claim #: DMCD48			**Patient:** [redacted]						**Patient Acct. #:** XXXXX7465		
Provider: GENETICS LABCORP			**Employee:** [redacted]						**Employee #:** 0006063BW		
02/06-02/06/2026	DIAG. LAB&X-RAY	1,285.00	1,285.00	A1	0.00	0.00	M	0	0.00	0.00	642.50
	TOTALS	1,285.00	1,285.00		0.00	0.00			0.00	0.00	642.50

Total Plan Benefit 0.00

Total Plan Pays 0.00
Less COB Adjustment: 0.00
Less Provider Payment Adjustment: 0.00
Total Benefits Paid: 554.95

Dates of Service	Procedure	Amount Charged	Not Covered	Remark Codes	Amount Allowed	Deductible	Type	%	Plan Pays	Medicare/ Other Pymnt	Patient Responsibility
Claim #: DMCD49			**Patient:** [redacted]						**Patient Acct. #:** XXXXX7465		
Provider: RUN HEALTHCARE CRYSTAL			**Employee:** [redacted]						**Employee #:** 0006063BW		
03/05-03/05/2026	OFFICE CALL	450.00	111.04	A1	338.96	0.00	M	100	298.96	0.00	40.00
03/05-03/05/2026	SURGERY	340.00	84.01		255.99	0.00	B	100	255.99	0.00	0.00
	TOTALS	790.00	195.05		594.95	0.00			554.95	0.00	40.00

Total Plan Benefit 594.95

Total Plan Pays 554.95
Less COB Adjustment: 0.00
Less Provider Payment Adjustment: 0.00
Total Benefits Paid: 554.95

Claim	Line	Code	Description
DMCD48	001	A1	SERVICE IS NOT COVERED BY YOUR PLAN.
DMCD49	001	A1	SPECIALIST OFFICE VISIT CO-PAYMENT APPLIED.
DMCD49	00C	B1	MEMBER IS NOT RESPONSIBLE FOR ANTHEM DISCOUNT OF $195.05.

	Amount Charged	Not Covered		Amount Allowed	Deductible		Plan Pays	Medicare/ Other Pymnt	Patient Responsibility
STATEMENT TOTALS	2,075.00	1,480.05		594.95	0.00		554.95	0.00	682.50

Appeal Rights

If your claim has been wholly or partially denied (as shown in the Messages section on the front of this Explanation of Benefits, or "EOB"), you have the right to appeal this decision within 180 days of your receipt of this EOB. You may submit written comments, documents, and other information relating to your claim. You have the right to designate, in writing, a representative to act on your behalf. You must provide the Fund with the representative's name, address, and telephone number, and the Fund will direct all future communications to the representative.

If the Fund relied upon an internal rule, guideline, or protocol in making the decision, it will be available upon request, free of charge. If the Fund based its determination upon medical necessity, experimental treatment, or similar exclusion or limit, such explanation is available upon request and free of charge. If the Fund obtained any advice from a medical expert on the claim (even if the advice was not relied upon) the Fund will identify, upon request, the firm providing the medical expert's advice.

The Board of Trustees will review your appeal at its next scheduled meeting unless the appeal is filed within 30 days of that meeting, in which case it will be reviewed at the following meeting. If circumstances require more time for a decision, you will be notified in writing. The notice will describe the reason for the delay, and the approximate date a decision will be made. The decision will be made no later than the third Board of Trustees meeting following the date the Fund receives your appeal. The review will take into account all information you submit relating to your claim. The Fund will notify you in writing of the Board of Trustees' decision within five days after the decision is made. In the event your appeal is denied, you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

If your situation meets the definition of urgent under law, your review will be conducted within the urgent time frames established by law. An appeal of an Urgent Care Claim denial may be oral or in writing. You or your doctor should supply all information for an Urgent Care Claim appeal by hand delivery to the Fund Office or by telephone to 1-855-412-3797 or by fax to 1-877-227-3536.

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Spanish (Español): Para obtener asistencia en Español, llame al 855-412-3797.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS, LOCAL 445

AND

WESTCHESTER LOCAL 860, CSEA

OCTOBER 1, 2025 – SEPTEMBER 30, 2027

TABLE OF CONTENTS

TEAMSTERS LOCAL 445
15 STONE CASTLE ROAD
ROCK TAVERN, NY 12575
TEL: (845) 564-5297
FAX: (845) 564-4120

DAN MALDONATO.....SECRETARY-TREASURER
LORI POLESEL.....PRESIDENT
JOHN HASBROUCK.....VICE-PRESIDENT
RAY STANISHIA.....RECORDING-SECRETARY
JACQUES PEAN.....TRUSTEE
ROSE WOLFF.....TRUSTEE
RAY GIL.....TRUSTEE

NOTICE TO MEMBERS

UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD THE COST OF A WITHDRAWAL CARD IS $0.50.

MEMBERS ARE RESPONSIBLE FOR NOTIFYING THE UNION AND THE FUND OFFICE IMMEDIATELY OF ANY CHANGE OF ADDRESS.

PAYMENT OF DUES IS THE MEMBER'S RESPONSIBILITY, TO BE SUBMITTED TO THE UNION OFFICE WHEN OUT FOR ANY EXTENDED ILLNESS, LEAVE OF ABSENCE, DISABILITY OR COMPENSATION, FOR WHICH SAME HAS NOT BEEN DEDUCTED BY THE EMPLOYER.

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.

THIS AGREEMENT made this day between TEAMSTERS, LOCAL 445, hereinafter referred to as the "UNION", and WESTCHESTER LOCAL 860, CSEA, herein referred to as the "EMPLOYER".

WITNESSETH:

Whereas, it is the desire of the parties to this agreement to establish, promote and foster a relationship that will be enduring and of mutual advantage to both the Union and the Employer.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

This agreement shall cover all clerical and office employees, employed in the office of the Employer, located at 595 West Hartsdale Avenue, White Plains, New York, 10607. Any person regularly scheduled to work less than 16 hours per week shall not be covered under the Collective Bargaining Agreement.

ARTICLE II – UNION SECURITY

(A) Throughout the term of this agreement, all present employees covered by the terms of this agreement who are members of the Union on the effective date or on the date of execution of this agreement, whichever is the later, shall remain members of the Union as a condition of employment and all employees covered by the terms of this agreement who are not members of the Union shall be required, as a condition of employment, to become members of the Union on or after thirty (30) days following the beginning of employment, the effective date of this agreement, or the date of execution, whichever is the later.

(B) Whenever additional employees are required, the Employer shall immediately notify the Union of such need and said notice shall be given at least forty-eight (48) hours before the Employer interviews any applicants, except: (1) in the event that the Union upon request of the Employer is able to send applicants for interview sooner, in which case the Employer is free to interview both Union and non-Union applicants and except: (2) in an emergency, in which case the Union will cooperate in all reasonable respects to assist the Employer in maintaining normal operations. Without discrimination as to any applicant by reason of membership or non-membership in the Union, or in any other respect, the Employer shall permit all applicants furnished by the Union to submit their qualifications for the available positions and subject to the foregoing, the Employer shall after forty-eight (48) hours have the right in his absolute discretion to hire or reject any applicant without recourse.

(C) A new employee shall for a period of six (6) months be on a trial basis subject to
(D) dismissal in the sole judgment of the Employer at any time within six (6) months without recourse. The Manager or person in charge shall immediately notify the Shop Steward or the Union, in the event there is no Shop Steward, of the employment of any employee who under this agreement is required to be a member of the Union. Within seven (7) days after receipt of written notice from

a properly authorized official of the Union that any employee who has been employed for more than thirty (30) days has failed to tender the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership, the Employer agrees to discharge such employee.

ARTICLE III – DISCHARGE FOR JUST CAUSE

The Employer may discharge or dismiss any employee for good cause, which may include incompetence in the fair and reasonable judgment of the Employer, upon one (1) weeks' notice or one (1) week's pay in lieu of notice. The Employer shall have the right of summary dismissal or discharge without notice or pay in lieu of notice upon any one of the following grounds:

(A) Dishonesty;
(B) Insubordination;
(C) Falsification of records or reports;
(D) Unauthorized destruction of records or reports;
(E) Improper conduct towards other employees;
(F) Use of liquor or drugs or being under the influence of liquor or drugs in Local 860's office;
(G) Unauthorized dissemination of Local 860's accounting or financial data or information;
(H) Fighting on Company premises.

ARTICLE IV – GRIEVANCE PROCEDURE

Any employee having a grievance shall have the privilege of filing such grievance in accordance with the following:

1. Grievant or Union must file within five (5) working days after the occurrence of the event giving rise to the grievance, or within five (5) working days of the time the aggrieved employee becomes aware of the event giving rise to the grievance, within 30 working days from the event;
2. Grievant or Union will confer with President of Local 860 within the next five (5) working days;
3. If President of Local 860 and Union (Local 445) representative cannot arrive at an agreement, the President of Local 860 will present the grievance to its Executive Board at their very next meeting.
4. If the grievance is not resolved at the Executive Board meeting, the Employer shall notify the Teamsters Union, Local 445 of their decision in writing by email or certified mail within five (5) working days of said meeting;
5. The Union (Local 445) may then move the grievance to arbitration within ten (10) working days from receipt of the Employer's written response.

ARTICLE V – ARBITRATION

Any and all controversies arising under or in connection with the terms or provision of the agreement, or in connection with or relating to the application of any of the terms or provisions hereof, or in respect to anything not herein expressly provided to the subject matter of this agreement, which the representatives of the Union and the Employer have been unable to adjust, shall be submitted to an arbitrator selected from a list of arbitrators furnished by the American Arbitration Association.

The result of such arbitration shall be final and may be enforced in any court of competent jurisdiction. The cost of any such arbitration shall be borne equally by the parties hereto.

ARTICLE VI – EMPLOYER RIGHTS

(A) The Employer shall have the right to prescribe forms, procedures, systems and to designate or change the portion or portions of the work within the confines of job descriptions which shall be performed in the office by each office employee.

(B) When deemed necessary by the Employer, the Employer shall have the right to change an employee from his or her regularly assigned duties to help with other work.

(C) Any office employee must report to the Employer on any type of irregularities, conditions or information disclosed by office records to which he or she has had access.

(D) In the event of emergencies or illness of employees, the Employer may avail himself of outside temporary services, provided that no Union employees are available for overtime work.

ARTICLE VII – WORK DAY, WORK WEEK AND OVERTIME

(A) The workweek shall consist of five (5), seven (7) hour days, one (1) hour for lunch daily; 9:00 A.M. to 5:00 P.M., Monday through Friday. The Employer of the Local must approve any change in these hours. Time worked over seven (7) hours per day or thirty-five (35) hours per week shall be paid at the rate of time and one-half (1 ½) regular rates. Paid sick days will be counted as time worked for the purpose of computing overtime. All overtime must be approved by the President.

(B) Employees who are required by the Employer to work their regularly scheduled days of rest shall be paid at the rate of time and one-half (1 ½) for all hours worked on such day. Sunday and Holidays will be paid at one and one-half (1 ½) the hourly rate in effect, plus a day's pay for working a Sunday or Holiday.

(C) All overtime moneys due shall be paid at the same time payments of bi-weekly salaries are made and no more than two (2) weeks accrual of overtime moneys shall be permitted at any time.

(D) The regular annual salary of clerical staff members employed on a full-time basis shall be paid in twenty-six (26) equal bi-weekly payments.

(E) During the months of July and August, the employees shall be permitted early dismissal at 12:30 p.m. on Fridays with no loss in compensation.

ARTICLE VIII – WAGES AND EMPLOYER PENSION CONTRIBUTIONS

The schedule of wages and Employer Pension contributions to be in effect during the term of this agreement are set forth in Schedules "A" and "B", respectively, attached hereto and made a part hereof.

ARTICLE IX – HOLIDAYS AND PERSONAL DAYS

(A) The following shall be considered paid holidays during the year as follows: New Year's Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Martin Luther King's Birthday, Veteran's Day, Thanksgiving Day, Christmas Day, Good Friday, ½ day Christmas Eve Day, the day after Thanksgiving, ½ day New Year's Eve and the employee's birthday.

(B) If any of the foregoing holidays fall on Saturday, they will be celebrated on Friday. If any of the foregoing holidays fall on Sunday, they will be celebrated on Monday. In any other event, the day designated as the holiday shall be celebrated as the holiday, except for those holidays established by Congress, effective in the year 1971 under the Monday Holiday Bill.

(C) If a Holiday falls on an employee's vacation period, the employee shall not be charged for said day and the employee may take the day at their discretion.

(D) Each employee shall be given five (5) personal days per year and must be requested in writing at least four (4) days in advance. Said approval shall not be unreasonably denied. These days are not cumulative and cannot be used to extend a vacation or holiday.

ARTICLE X – VACATIONS

(A) After one (1) complete year of service, ten (10) days with pay.
After five (5) complete years of service, fifteen (15) days with pay.
After ten (10) complete years of service, twenty (20) days with pay.
Vacations may be taken in day or half (½) day increments.

Vacation requests must be submitted to the Employer by March 1st of each year. Choice of vacation time will be done on a seniority basis. In no instance should there be more than one (1) person on vacation at any given time, unless approved by the President.

(B) Any employee who resigns or who is discharged for cause shall not be entitled to receive any vacation or vacation pay, except that one who resigns or is discharged after completing a full year or more of work for which he or she has received no vacation, shall be entitled to the vacation then earned. Any employee who has completed a full year of work for which he or she has received a vacation and who thereafter is laid off through no fault of his or her own or who resigns or is discharged shall be entitled to receive prorated accumulated vacation pay. All employees will receive upon discharge or resignation, all vacation pay on a pro-rated basis.

(C) Seniority shall prevail in the picking of vacation time.

(D) Employees may not carry over more than 10 days into the following calendar year. Any days over the 10-day limit will not be paid out.

(E) Upon separation, accumulated vacation pay out will not exceed ten (10) days.

ARTICLE XI – BEREAVEMENT

Immediate Family — five (5) days, Other — three (3) days

Immediate Family is defined as Husband, Wife, Domestic Partner, Son, Daughter, Mother, Father, Brother, Sister.

Other is defined as Mother-In-Law, Father-In-Law.

ARTICLE XII – JURY DUTY

Any employee serving on jury duty shall receive his/her daily salary. The employee shall remit, directly to the Local, the daily fee received for each day's jury service at the conclusion of all service.

ARTICLE XIII – LEAVE OF ABSENCE

Any employee may be granted leave of absence with the assurance of his or her old position and rights upon return. Leave of absence without pay not to exceed six (6) months is to be given an employee because of illness. Upon return, if physically and mentally fit such employee shall resume old position with full rights. An employee disabled in the discharge of his duties shall upon return within six (6) months, if physically and mentally fit resume his or her old position with full rights. In special cases upon arrangement between Union and the Employer, the period of leave may be extended.

ARTICLE XIV – SENIORITY

If a permanent position is open, that position shall be posted for three (3) working days and shall be subject to bid. The senior bidder currently employed by Local 860, shall be awarded the position, if in the sole judgment of the Employer he or she is deemed to be qualified.

ARTICLE XV – LAY-OFFS

(A) Employees subject to lay-off shall receive one (1) week's pay or one (1) weeks' notice in lieu thereof.

(B) In the event of lay-offs, junior employees will be laid off first.

ARTICLE XVI – UNION VISITATION

Any duly accredited authorized representatives of Local Union 445 upon application for the purpose of investigation of complaints or grievances by its members shall receive the cooperation of the Employer in ascertaining facts bearing on the matter or matters in question with the exclusion of personal and financial records. It is expressly agreed, however, that there shall be no Union meetings on the Employer's premises.

ARTICLE XVII – PROTECTION OF RIGHTS

It shall not be the duty of any employee nor shall any employee at any time be require to cross a lawful primary picket line and refusal of an employee at any time to cross a lawful primary picket line shall not constitute insubordination or cause for discharge or any disciplinary action, excluding job site location.

ARTICLE XVIII – PROHIBITION AGAINST DISCRIMINATION

(A) The Employer and the Union agree not to discriminate against any individual with respects to hiring, compensation terms or conditions of employment because of such individuals race, color, religion, sex, national origin, marital status, sexual orientation or age (between the years of 18 and 70) or disability, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, marital status, sexual orientation or age (between the years of 18 and 70), or disability.

(B) Westchester Local 860, CSEA and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE XIX – NO WAIVER

(A) The employee shall not be asked to make any written or oral statements or contract which may conflict with this agreement.

ARTICLE XX – DUES CHECK-OFF

The Employer, if authorized by each individual employee, will deduct from his or her wages a sum equal to such employees dues and/or assessments to the Union and remit the same to such Union at such time as mutually agreed upon, it being understood that this provision is subject to all applicable requirements of the Labor-Management Relations Act of 1947, as amended.

ARTICLE XXI – SICK LEAVE

(A) All employees will receive one (1) sick day per month to be credited to the employee at the end of each month.

(B) All sick leave can be taken in one (1) hour increments. Unused sick leave can be accrued to a bank of no more than thirty (30) days.

(C) An employee can use up to five (5) accrued days as family sick days. Under extenuating circumstances, additional days may be granted by the Employer.

(D) Sick time will be converted to cash upon retirement.

(E) Employees shall not accumulate more than thirty (30) sick days. Upon retirement, employees shall be compensated at a rate of 100% for sick days accumulated (not to exceed thirty days). Current employee (Donna Kerr) will not lose her time over 30 days. However, payout will not exceed 30 days, and sick time shall not accumulate further until it decreases below 30 days.

ARTICLE XXII – NOTICES

All notices respecting this agreement shall be in writing and shall be deemed duly given of addressed and mailed as follows:

TO THE EMPLOYER:

Westchester Local 860, CSEA
595 West Hartsdale Avenue
White Plains, New York 10607

TO THE UNION:

Teamsters, Local 445
15 Stone Castle Road
Rock Tavern, NY 12575

ARTICLE XXIII – SAVE HARMLESS PROVISION

This Agreement and all of its provisions are subject to all applicable laws and in the event that any provision of this Agreement is determined to be invalid or in violation of any law, the provision shall not be binding on either of the parties, but the remainder of the Agreement shall continue in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

ARTICLE XXIV – SUCCESSORS

This Agreement and the terms and provisions thereof shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XXV – MISCELLANEOUS

(A) All employees will be covered under New York State Disability, or Teamsters, Local 338 Welfare Plan.

(B) All employees will be covered under New York State Unemployment.

(C) All employees will be covered under Federal Unemployment Insurance.

(D) Local 860 will provide "New York State Workers Compensation" for all employees.

(E) The Employer will reimburse any employee who is required to use their personal vehicle for Local 860's business at the rate established by the Local Executive Board.

(F) All employees who are unable to perform their duties due to pregnancy, shall be permitted to use any vacation time, personal and sick leave time they have available.

(G) Upon separation from service, any employee shall be entitled to continue his/her present health insurance and drug card coverage by making payments, on a monthly basis, to the Industry and Local 338 for the full cost of such coverage until such employee is able to obtain coverage elsewhere (not to exceed the time allowed under COBRA). The Fund Office reserves the right to cancel said health insurance if the former employee fails to make payments by the first (1st) day of

the month. Said employee will make payments directly to the Local in a timely manner.

(H) The Employer shall continue to provide employees with the right to participate in the Associate's Accident and Health Insurance Coverage and/or supplemental Life Insurance Plan and agrees to deduct authorized premiums from an employee's paycheck and to transmit same to Pearl Carroll and Associates at specific intervals.

(I) The Employer shall provide tuition reimbursement, provided the employer has sole discretion and final approval for such reimbursement. Pre-registration approval must be obtained for reimbursement, as well as a final grade of "C" (or Pass, if Pass/Fail) or better. All claims not pre-approved shall be denied, and be the sole responsibility of the attendee.

(J) After the completion of ten (10) full years of service, each employee shall be entitled to a one-time Longevity Bonus of $1000. After the completion of fifteen (15) full years of service, the employee shall be entitled to a one-time Longevity Bonus of $1500.

ARTICLE XXVI – TERM OF AGREEMENT

This Agreement shall be in effect from October 1, 2025 (although executed subsequent thereto) through September 30, 2027.

IN WITNESS WHEREOF the parties hereto have set their hands and seal the day and year first above written.

TEAMSTERS, LOCAL 445

BY: Lori Polesel

TITLE: President

DATE: 3/24/2026

WESTCHESTER LOCAL 860, CSEA

BY: [signature]

TITLE: President

DATE: 4/17/26

SCHEDULE "A"

PAY RAISE SCHEDULE

1. Effective October 1, 2025, employees shall receive a 2.75 percent raise in pay.
2. Effective October 1, 2026, employees shall receive a 2.75 percent raise in pay.

SCHEDULE "B"

INDUSTRY AND LOCAL 338 PENSION AND WELFARE FUNDS

Employees will participate in the Industry and Local 338 Pension and Welfare Fund (Fund) at the rates listed below. The contributions shall be submitted promptly to the Fund by the 15th day of each month for all payroll periods.

PENSION:
Effective October 1, 2025 pension contributions shall be $382.07 per week, per employee.

WELFARE:
Effective October 1, 2025 welfare contributions shall be $402.85 per week, per employee.
Effective October 1, 2026 welfare contributions shall be $431.20 per week, per employee.

MEDICAL PAYROLL DEDUCTION: Any employees hired after April 1, 2011, shall be required to pay a payroll deduction to their medical plan for the first ten (10) years of their employment; after that, it shall be free. The amount of this payment is to be determined in negotiations at the time of the hiring *.

*In order to be eligible for health insurance coverage in the Industry and Local 338 Welfare Fund an employee must be regularly scheduled to work no less than 35 hours per week. Employees who are scheduled to work no less than 35 hours per week shall contribute 10% toward the total cost of their health insurance, via payroll deduction.

MEDICAL PLAN BUYOUT: Current employee Donna Kerr shall be eligible for an annual pay out in the amount of $8000 in lieu of Health Insurance coverage under CSEA Local 860 and the Local 338 Welfare Fund. Starting in 2023, the payout months shall be March and September. If Ms. Kerr opts to enroll in the Local 338 Welfare Plan, she will not be eligible for the annual payout during the calendar year she received coverage under the Plan.

VIA ELECTRONIC MAIL

June 18, 2026

Industry and Local 338 Welfare Fund
c/o Alicia Cochran
Account Executive
Associated Administrators, LLC
911 Ridgebrook Rd.
Sparks, Maryland 21152

Re: Industry and Local 338 Welfare Fund July 1, 2026 COBRA Premium Rates

Dear Ms. Cochran:

The purpose of this letter is to provide the proposed July 1, 2026 COBRA premium rates of Industry and Local 338 Welfare Fund. As a reminder, COBRA regulations allow plan sponsors to change COBRA rates only once a year unless significant plan changes warrant the recalculation of the rates. The proposed COBRA rates are appropriate to charge active employees or their dependents who are enrolled in the Industry and Local 338 Welfare Fund's plan and who elect to continue their health coverage after becoming ineligible to receive the benefits during the Plan Year of July 1, 2026 through June 30, 2027.

COBRA Premiums

The tables below show the "REGULAR RATES - PLAN A" which include a 2% load for COBRA administration, and the "DISABILITY RATES - PLAN A" rates include a 50% load as allowed by law.

REGULAR RATES - PLAN A	7/1/2025 COBRA Rates	Proposed 7/1/2026	Change
Medical (Core)			
Individual	$1,042.50	$1,080.69	3.7%
Family	$2,606.25	$2,701.73	3.7%
Full Benefits (Core + Dental & Vision)			
Individual	$1,062.11	$1,099.24	3.5%
Family	$2,655.27	$2,748.11	3.5%

2% added for regular COBRA benefits as law permits.

DISABILITY RATES - PLAN A	7/1/2025 COBRA Rates	Proposed 7/1/2026	Change
Medical (Core)			
Individual	$1,533.09	$1,589.25	3.7%
Family	$3,832.73	$3,973.13	3.7%
Full Benefits (Core + Dental & Vision)			
Individual	$1,561.92	$1,616.53	3.5%
Family	$3,904.81	$4,041.33	3.5%

50% added for Disability COBRA as law permits.
COBRA for disabled participants is required for an additional 11 months.

The Individual Medical (Core) rates are projected to increase 3.7% from the current July 1, 2025 COBRA rates, the Family Medical (Core) rates are projected to increase 3.7% from the current COBRA rates, the Individual Full Benefits (Core + Dental & Vision) rates are projected to increase 3.5% from the current COBRA rates, and the Family Full Benefits (Core + Dental & Vision) rates are projected to increase 3.5% from the current COBRA rates.

If you have any questions or wish to discuss this further, please let me know.

Disclosure and Uses

This letter was prepared for the Industry and Local 338 Welfare Fund for the purpose of setting up the COBRA rates effective July 1, 2026. Other users of this letter are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to such other users.

In preparing the proposed COBRA rates, we relied on information (some oral and some written) supplied by the plan administrator. This information includes, but is not limited to, the plan provisions, employee data, and financial information. We performed an informal examination of the obvious characteristics of the data for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23.

This letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as a credentialed actuary, I meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this report. This report does not address any contractual or legal issues. I am not an attorney, and our firm does not provide any legal services or advice.

Please feel free to contact us if you have any questions or would like to discuss anything.

Sincerely,
Cheiron

Michael Domash, FSA, MAAA
Principal Consulting Actuary

cc: Rachel Grant
Elizabeth O'Leary, Esq.

Attachment I
Methodology and Assumptions

The proposed 2026 COBRA rates are expected to cover the cost of:

a) Medical claims
b) Prescription drugs claims
c) Dental claims
d) Vision claims
e) Third Party Administrator fees
f) Other Administrative Operating Expenses
g) Stop Loss premiums

a. Fiscal Year Ending 2027 medical claims were developed using Calendar Year (CY) 2023 through CY 2025 paid claims. The experience claims Per Member Per Month (PMPM) were trended from the midpoint of their respective experience period to the midpoint of the projected period (i.e., January 1, 2027) using a 6% annual trend rate. The following weights were used for blending of the experience periods: 33% for CY 2023, 33% for CY 2024 and 33% for CY 2025. We assumed a 2 month lag between paid claims and incurred claims.

b. Fiscal Year Ending 2027 prescription claims were developed using Calendar Year (CY) 2025 paid claims and an 8% annual trend rate. We assumed no lag between paid claims and incurred claims.

c. Similarly, the dental and vision costs were developed using CY 2024 and CY 2025 paid claims, a 5% annual trend rate, and a 50%/50% blending of the CY 2024 and CY 2025 experience. We assumed no lag between paid claims and incurred claims.

d. Third Pary Administrator fees were expressed as a percentage of total medical/Rx, dental and vision claims. They are projected to be equal to 3.9% of the FYE 2027 medical/Rx, dental and vision claims.

e. Other Administrative Operating Expenses were expressed as a percentage of total medical/Rx, dental and vision claims. They are projected to be equal to 10.5% of the FYE 2027 medical/Rx, dental and vision claims.

f. The current Stop Loss premium of $193.96 per subscriber per month was effective April 1, 2026. The April 1, 2027 Stop Loss premium is assumed to increase 20%.

The table below shows the breakdown of the projected COBRA costs.

Industry and Local 338 Health & Welfare Plan
COBRA Rates - July 1, 2026 through June 30, 2027

	Employee	Family
Medical & Rx Claims	$ 839.98	$ 2,099.96
TPA Fee (Medical & Rx Allocation)	$ 33.13	$ 82.82
Other Admin (Medical & Rx Allocation)	$ 88.39	$ 220.97
Stop Loss Premium	$ 99.96	$ 249.90
2% COBRA Load	$ 19.23	$ 48.08
Medical & Rx COBRA Rate	**$ 1,080.69**	**$ 2,701.73**
Dental & Vision Claims	$ 15.89	$ 39.72
TPA Fee (Dental & Vision Allocation)	$ 0.63	$ 1.57
Other Admin (Dental & Vision Allocation)	$ 1.67	$ 4.18
2% COBRA Load	$ 0.36	$ 0.91
Dental & Vision COBRA Rate	**$ 18.55**	**$ 46.38**
Full Benefits (Core + Dental & Vision)	**$ 1,099.24**	**$ 2,748.11**

Finally, we applied a 2% (50% for the disability extension) load for administration expenses to the Total PEPM by plan and rounded down the resulting rates to the nearest dollar.