

**PIPEFITTERS' LOCAL NO. 636**  
**RETIREE AND WIDOW BENEFIT FUND**  
**SUMMARY PLAN DESCRIPTION**



**2021**

## Preface

We are pleased to provide you with this Summary Plan Description for the Pipefitters Local 636 Retiree and Widow Benefit Fund. As a Summary Plan Description, this document summarizes the terms of the Pipefitters Local 636 Retiree and Widow Benefit Fund plan document (the "Plan"). The Plan itself comprehensively sets forth the benefits, eligibility rules, exclusions, limitations, and other provisions regarding benefits provided by the Fund. The Plan is available for inspection at any time at the Plan Office. If there is any conflict between this summary and the Plan, the Plan controls. Please note that the use of any word in this summary in the masculine gender is also intended to be in the feminine gender, and vice versa, where appropriate.

Although the Trustees expect to continue the Fund indefinitely, they reserve the right to change or terminate the Fund at any time and for any reason for Retirees, Widows, or both. Correspondingly, the Trustees may change the level of benefits provided or eliminate an entire category of benefits for any or all class of participants at any time and/or for any reason. **THERE ARE NO VESTED BENEFITS UNDER THIS PLAN.**

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## ARTICLE 1 - DEFINITIONS

**Association** means the Mechanical Contractors Association of Detroit (formerly Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc.).

**Collective Bargaining Agreement** means any contract entered into between the Union and the Association or any Employer under which the Employer has agreed to contribute to the Fund and any renewal or extension of such Agreement.

**Employee** means:

- (a) Any person whose terms and conditions of employment are covered by a collective bargaining agreement with the Union, or other written agreement satisfying the requirements of the National Labor Relations Act, requiring contributions to this Fund and on whose behalf such contributions are made;
- (b) Any person who is employed as a representative or officer of the Union or an affiliate thereof on whose behalf contributions are made to this Fund pursuant to a written agreement; and
- (c) The pipefitter employees of Pipefitting Industry Educational Trust Fund ("Training Fund") on whose behalf contributions are made to this Fund pursuant to a written agreement.

**Employer** means:

- (a) any association, member of the Association, individual, partnership, corporation, trust, municipal or governmental corporation, board of education, or university or college governing board which employs Employees coming under the jurisdiction of the Union, and which has a Collective Bargaining Agreement with the Union, and the terms of which require contributions to the Trust Fund;
- (b) the Union or an affiliate of the Union;
- (c) the Pipefitting Industry Training Trust Fund ("Apprentice Fund"); and
- (d) any other employer who is obliged by a Collective Bargaining Agreement, or other written agreement satisfying the requirements of the National Labor Relations Act and acceptable to the Trustees, to make Contributions to the Fund.

The Union, its affiliates and the Apprentice Fund, are defined as Employers only for the purpose of enabling them to make contributions on behalf of Employees employed by them, and they shall never participate in the selection of Employer Trustees.

**Employer Contributions or Contributions** mean payments made or required to be made to the Retiree and Widow Benefit Fund by the Employer. An Employer shall have no right, title, or interest in the Contributions owing to or made to the Fund.

**Plan Office** means Benesys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, telephone number (248) 813-9800.

**Plan Year** means January 1 through December 31.

**Trust Agreement or Trust** means the Amendment and Restatement of Pipefitters' Local No. 636 Retiree and Widow Benefit Fund in its present form, or as it may, from time to time, be amended.

**Trustees** means the Board of Trustees designated in the Trust, and any successor Trustee appointed.

**Union** means the Pipefitters, Steamfitters, Refrigeration, and Air Conditioning Service Local ' Local No. 636 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada AFL-CIO.

**Retiree and Widow Fund or Fund** shall mean the Retiree and Widow Benefit Fund and all Contributions to the Fund which are received and accepted by the Trustees under the applicable Collective Bargaining Agreement or written agreement, satisfying the requirements of the National Labor Relations Act, together with all income, increments, earnings, and profits, and all other funds received by the Trustees for the use and purpose of this Fund.

## **ARTICLE 2 - CONTRIBUTIONS AND ELIGIBILITY FOR BENEFITS**

### **2.1 Employer Contributions**

Each Employer shall contribute to the Fund, on behalf of each Employee, as required by the Collective Bargaining Agreement. All Contributions must be made within the time limits prescribed by the Trustees.

### **2.2 Eligibility For Benefits**

Any Retiree or Widow who falls into either one of the below classifications and who is in such status on October 1 of any year is entitled to an annual benefit from this Fund, provided the Retiree (or the Widow's deceased Spouse) was eligible to receive benefits from the Pipefitters' Local 636 Insurance Fund for one month in each of the 10 years immediately preceding his retirement (or death in the case of a deceased Employee):

- a. A retired member, in good standing, of Pipefitters' Local No. 636; and
- b. A spouse of a deceased active member of Pipefitters' Local No. 636, provided the spouse has not remarried, and
- c. A spouse of a deceased retired member of Pipefitters Local No. 636, provided the spouse has not remarried and the deceased retired member to whom he was married was a member in good standing at the time of his death.

Notwithstanding the above, Retirees who were employed by the Board of Education, City of Detroit, and Wayne County shall not be required to have participated in the Pipefitters' Local 636 Insurance Fund to receive a benefit from this Fund.

## **ARTICLE 3 - PAYMENT OF BENEFITS**

On or about December 10th of each year, the Trustees shall first set aside from the Fund an amount of money, which, in their sole discretion, they determine to be necessary to pay the anticipated administrative expenses of and taxes on the Fund, and for a reserve. The remaining assets of the Fund shall then be distributed by the Trustees to the eligible retirees and widows. The Trustees shall determine in their sole and absolute discretion the amount of benefits to be paid to each retiree and to each widow. This annual benefit shall be paid by the Trustees as promptly after December 10th, as practicable, to each eligible person.

## ARTICLE 4 - CLAIM AND APPEAL PROCEDURES

### 4.1 Claims

Within a reasonable period of time, not to exceed 90 days, notice of any claim for benefits partially or wholly denied (a "Benefit Denial") will be issued to the claimant, which time may be extended if special circumstances require an extension of the time for processing the claim.

Notice of Benefit Denial will include the specific reason or reasons for the denial; reference to the specific Fund provisions on which the denial is based; if applicable, a description of any additional material or information necessary for the claimant to complete his claim and an explanation of why such material or information is necessary; and a description of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse determination on appeal.

### 4.2 Appeal

A claimant may appeal a Benefit Denial within 60 days of receipt of the Benefit Denial by forwarding a written request for review to the Trustees. An appeal is an opportunity for the Claimant to submit written comments, documents, and other information related to the Benefit Denial to the Trustees. The Claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to his claim for benefits.

#### **APPEALS MUST BE FORWARDED TO AND RECEIVED BY THE PLAN OFFICE WITHIN 60 DAYS FOLLOWING RECEIPT OF A BENEFIT DENIAL.**

The Trustees review on appeal shall take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

### 4.3 Notice of Denial

The Trustees shall decide a Claimant's appeal at its next regularly scheduled Board meeting, unless the appeal was received within 30 days of such meeting, in which case the appeal shall be decided at the second Board meeting following receipt of the appeal. If special circumstances so warrant, the appeal shall be decided no later than the third Board meeting following receipt of the appeal. The Claimant shall be notified of the Trustees' decision on appeal no later than 5 days after the decision is made. Such notification shall include the specific reason or reasons for the denial; reference to the specific Plan provisions on which the denial is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits; and a statement describing the Claimant's right to bring a civil action under section 502(a) of ERISA.

### 4.4 Discretion of Trustees

The Trustees have full discretionary authority to determine eligibility for benefits, interpret Plan documents, and determine the amount of benefits due. Their decision, if not in conflict with any applicable law or government regulation, shall be final and conclusive.

#### **4.5 Timely Submission of Appeals**

All appeals must be timely submitted. A Claimant who does not timely submit an appeal waives his right to have the benefit denial further reviewed by the Fund or in a court of law.

#### **4.6 Limitations of Actions**

No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the Notice of Decision on Appeal.

### **ARTICLE 5 - MISCELLANEOUS**

#### **5.1 Unclaimed Benefits**

In the event any payment issued by the Plan, for any reason, has not been redeemed by the payee for a period of 24 months, or such lesser time as set forth on the payment issued by the Plan, such payment is void and reverts to the Plan as a Plan asset.

#### **5.2 Assignment**

No benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit or the Fund shall, in any manner, be liable for, or subject to the debts or liability of any participant. If a participant shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of a legal disability of a participant or his inability to care for his affairs, the Trustees in their discretion, may terminate his interest in any such benefit, and hold or apply it to or for the benefit of such person, his spouse, children or other dependents, or any of them, in such manner as the Trustees may deem proper.

## ARTICLE 6 - OTHER PROVISIONS

### A. Type of Administration/Plan Administrator/Plan Sponsor

The Board of Trustees of the Pipefitters Local 636 Retiree and Widow Benefit Fund is the Plan Administrator and Plan Sponsor. As such, the Trustees are responsible for overall Plan administration. There are three Trustees appointed by the Union and three Trustees appointed by the Association. The current Trustees are:

Mr. Terry Gilligan  
Pipefitters Local 636  
30100 Northwestern Highway  
Farmington Hills, Michigan 48334

Mr. Marty Elwart  
Pipefitters Local 636  
30100 Northwestern Highway  
Farmington Hills, Michigan 48334

Mr. Steve Spurlock  
Pipefitters Local 636  
30100 Northwestern Highway  
Farmington Hills, Michigan 48334

Mr. Christopher Freeman  
MCA Detroit  
14801 W. Eight Mile Road  
Detroit, Michigan 48235

Mr. Scott E. Johnson  
Macomb Mechanical  
6250 19 Mile Road  
Sterling Heights, MI 48314

Mr. Sam P. Parise  
Trane  
37001 Industrial Road  
Livonia, Michigan 48150

### LEGAL COUNSEL FOR THE PLAN

Jacqueline A. Kelly Esq. *AsherKelly*  
25800 Northwestern Highway, Suite 1100  
Southfield, MI 48037-0222  
(248) 746-2748

The Trustees have delegated the day-to-day responsibilities for Plan administration to Benesys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, telephone number (248) 813-9800.

### B. Effective Date of Plan: July 5, 1982.

### C. Agent for Service of Legal Process

Service of process should be made upon Benesys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, telephone number (248) 813-9800. Service of legal process may also be made upon any Plan Trustee.

### D. Type of Plan/Employer Identification Number/Plan Number:

Welfare Benefit Plan providing retiree and widow benefits. The employer identification number assigned by the IRS is 38-6447273. The Plan Number is 001.

### E. Collective Bargaining Agreements.

The Plan is maintained pursuant to collective bargaining agreements. Copies of such agreements may be obtained upon written request to the Plan Office, or are available for examination by participants at the Plan Office. Alternatively, within 10 days of a written request, such agreements will be made available at the Union hall or at any employer establishment where at least 50 or more participants are customarily working. The Plan may impose a reasonable charge for such copies.

- F. Source of Plan Contributions.** The source of financing for the benefits provided under this Plan and for the expenses of the Plan operations are employer contributions. The rate of contribution is set forth in the Collective Bargaining Agreement. A complete list of the employers contributing to the Plan may be obtained upon written request to the Plan Administration Office and may be examined at the Plan Administration Office.
- G. Welfare Trust Assets and Reserves.** The Board of Trustees holds all assets in trust for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.
- H. Statement of ERISA Rights**

The following statement is required by Federal law and regulation:

As a participant in the Pipefitters Local 636 Retiree and Widow Benefit Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administration Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical

child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

- I. **Termination of the Plan:** If the Plan is terminated, Plan assets shall be used to pay eligible claims and expenses incurred prior to termination and expenses incident to the termination. The Trustees will, in their discretion, allocate any remaining assets in a manner which best effectuates the purposes of the Trust. In no event will Plan assets revert to or inure to the benefit of contributing employers or the Association.

## **NOTES**

