

**FIFTH AMENDMENT TO THE PIPEFITTERS LOCAL NO. 636  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND  
PLAN DOCUMENT EFFECTIVE NOVEMBER 8, 2012**

**WHEREAS**, the Trustees of the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund ("Trustees") desire to amend the Plan Document effective November 8, 2012 (Plan);

**WHEREAS**, the Plan and Trust authorize the Trustees to amend the Plan from time to time;

**NOW THEREFORE**, the Plan is amended as follows:

**1. Article II, Section 2.5 is eliminated as follows:**

**2.5** — No Employee is eligible to receive Benefits for any Week of Unemployment for which he has received payment(s) from Pipefitters Local No. 636 Defined-Benefit Pension Fund or its predecessor, Plumbers Local No. 98 and Pipefitters Local No. 636 Pension Fund, provided that this Section does not apply to any Employee who is 70-1/2 years of age or older.

The Board of Trustees have approved and adopted this Amendment to the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund Plan document on July 15, 2021.

**UNION TRUSTEES**

Tom G. Gill  
Steven C. Spurlock  
W. M.

**EMPLOYER TRUSTEES**

Christopher J. Freeman  
Sam J. Davis

W2492601 PF6 115190

**FOURTH AMENDMENT TO THE PIPEFITTERS LOCAL NO. 636  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND  
PLAN DOCUMENT EFFECTIVE NOVEMBER 8, 2012**

**WHEREAS**, the Trustees of the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund ("Trustees") desire to amend the Plan Document effective November 8, 2012 (Plan);

**WHEREAS**, the Plan and Trust authorize the Trustees to amend the Plan from time to time;

**NOW THEREFORE**, the Plan is amended as follows:

**1. Article 1, Definitions, Week of Unemployment, is amended effective January 1, 2021, through April 18, 2021, as follows:**

For the period January 1, 2021, through April 18, 2021, the definition of Week of Unemployment as applied only to participants working as Service Journeypersons, New Service Journeypersons, Graduate Service Journeypersons, MES, MET, and Service Apprentices is amended as follows (and will revert to prior definition of Week of Unemployment as of April 19, 2021):

**Week of Unemployment** means a period of seven consecutive days, Monday through Sunday, for which period an eligible participant is not paid more than ~~16~~ 24 hours of work, pursuant to the provisions of the Collective Bargaining Agreement. If an Employee does not work when scheduled to work, such hours scheduled shall be added to actual hours worked to determine whether such Employee has incurred a Week of Unemployment. ~~Notwithstanding the above, a participant may work more than 16 hours provided he does so within a two day time period, i.e., two 10 hour days. Payment of wages for Show Up Time shall not be used to disqualify a participant from receiving a Benefit under this Section. The Business Manager of Local 636 must certify that the job lasted no more than two working days and that the Employee completed all of his obligations on the job.~~

**2. Article 2, Section 2.3 is amended effective 4/23, 2021, as follows:**

To receive a Benefit an Employee must:

- (a) Within 2 weekdays of layoff, register with the Union Hall, either by phone or in person, to be placed on the Union out of work list (if not disabled), at which time the Employee must provide the following information: name, social security number, last contributing Employer, and date of layoff from last contributing Employer. On a daily basis, the Union will provide such information, along with the date the Employee contacted the Union, to the SUB Fund office.

Failure to register with the Union Hall within 2 weekdays of layoff shall render an Employee ineligible to receive Benefits otherwise payable under this Plan. Benefits will not commence until the first Week of Unemployment beginning after the Employee has registered with the Union;

- (b) Register with the Michigan Unemployment Agency (MUA), or unemployment compensation agency of any other state, or province of Canada;
- (c) Submit the State Benefit check within 30 days of its issuance, or other information sufficient to establish that he did not receive a State Benefit for one of the reasons set forth in §2.2, to the SUB Fund office; and
- (d) At the time of initial application, provide a copy of his Monetary Determination Form from the Michigan Unemployment Agency.

Benefits will not be paid for a Week of Unemployment for which a State Benefit check was issued if the State Benefit check is not submitted to the SUB Fund office within 30 days after it was issued.

Benefits will not be paid for a Week of Unemployment for which an Employee did not receive a State Benefit for one of the reasons set forth in §2.2 if information sufficient to establish such reason is not submitted to the SUB Fund office within 30 days after receipt of such information.

3. **Article 2, Sections 2.9 and 2.10 are added effective 4/23, 2021, as follows:**

2.9. Notwithstanding any other term of the Plan to the contrary, an Employee will not be eligible for Benefits if s/he:

- (a) despite having registered on the Union's out of work list, is not available for work;
- (b) has been laid off by a non-contributing employer for whom s/he performed the type of work covered by the Collective Bargaining Agreement; or
- (c) while on the Union's out of work list, performs work for a non-contributing employer of the type covered by the Collective Bargaining Agreement.

2.10 Notwithstanding any other term of the Plan to the contrary, no Benefits will be paid (other than based on disability) for any week during which the Union dispatched travelers.

The Board of Trustees have approved and adopted this Amendment to the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund Plan document on 4/23, 2021.

**UNION TRUSTEES**

**Approved at 4/23/2021 Electronic Meeting**

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**EMPLOYER TRUSTEES**

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W2457186/PF6/115190

**THIRD AMENDMENT TO THE PIPEFITTERS LOCAL NO. 636  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND  
PLAN DOCUMENT EFFECTIVE NOVEMBER 8, 2012**

**WHEREAS**, the Trustees of the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund ("Trustees") desire to amend the Plan Document effective November 8, 2012 (Plan);

**WHEREAS**, the Plan and Trust authorize the Trustees to amend the Plan from time to time;

**NOW THEREFORE**, the Plan is amended effective 7/18, 2014, as follows:

**1. Article 2, Section 2.9 is amended as follows:**

**2.9** Benefits are payable when a Participant is eligible and timely applies for benefits. A Participant who does not timely apply for benefits is not eligible for retroactive benefits. Notwithstanding, if a Participant provides evidence of extenuating circumstances satisfactory in the sole discretion of the Trustees, the Trustees may allow payment of benefits upon late application once per lifetime per Participant.

Further, a Participant who voluntarily ceases receipt of benefits to which he is otherwise entitled cannot, at a later date, receive such benefits.

The Board of Trustees have approved and adopted this Amendment to the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund Plan document on 11/7, 2014.

**UNION TRUSTEES**

George P. Bourque  
Don Sante  
Frank Whited

**EMPLOYER TRUSTEES**

Christopher J. Freeman  
Sam J. Cianci  
Charles Gleason

**SECOND AMENDMENT TO THE PIPEFITTERS LOCAL NO. 636  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND  
PLAN DOCUMENT EFFECTIVE NOVEMBER 8, 2012**

**WHEREAS**, the Trustees of the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund ("Trustees") desire to amend the Plan Document effective November 8, 2012 (Plan);

**WHEREAS**, the Plan and Trust authorize the Trustees to amend the Plan from time to time;

**NOW THEREFORE**, the Plan is amended effective January 1, 2014, as follows:

**1. Article 2, Section 2.8 is amended as follows:**

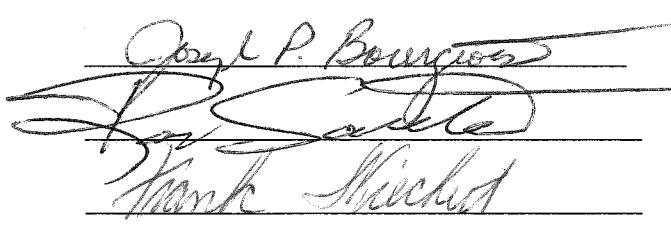
**2.8** Notwithstanding Sections 2.2 and 2.3 above, an Employee shall be eligible for a benefit from this plan for any Week of Unemployment resulting from training in the United States Military Reserve. This benefit shall only be payable for up to 4 weeks per year and is not available for any Employee who becomes "active" in the military, regardless of whether the Employee's "active" status is voluntary or involuntary. An application for benefits under this section must be made within 60 days of the completion of such training.

**2. Article 2, Section 2.9 is added as follows:**

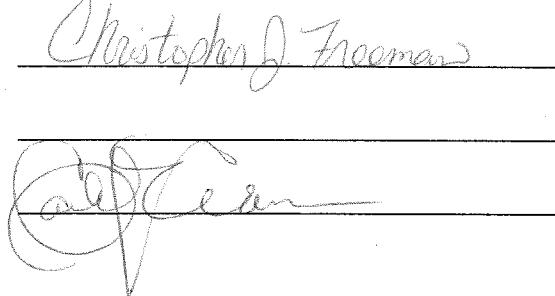
**2.9** Benefits are payable when a Participant is eligible and timely applies for benefits. A Participant who does not timely apply for benefits is not eligible for retroactive benefits. Further, a Participant who voluntarily ceases receipt of benefits to which he is otherwise entitled cannot, at a later date, receive such benefits.

The Board of Trustees have approved and adopted this Amendment to the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund Plan document on 1/31, 2014.

UNION TRUSTEES



EMPLOYER TRUSTEES



**FIRST AMENDMENT TO THE PIPEFITTERS LOCAL NO. 636  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND  
PLAN DOCUMENT EFFECTIVE NOVEMBER 8, 2012**

**WHEREAS**, the Trustees of the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund ("Trustees") desire to amend the Plan Document effective November 8, 2012 (Plan);

**WHEREAS**, the Plan and Trust authorize the Trustees to amend the Plan from time to time;

**NOW THEREFORE**, the Plan is amended effective May 17, 2013, as follows:

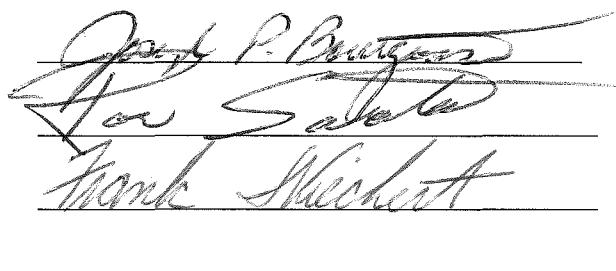
**1. The last paragraph of Article 2, Section 2.3 is amended as follows:**

Benefits will not be paid for a Week of Unemployment for which an Employee did not receive a State Benefit for one of the reasons set forth in §2.2 if information sufficient to establish such reason is not submitted to the SUB Fund office within 30 days after receipt of such information. Notwithstanding, if an Employee's claim for benefits is based on Section 2.2 (f) or (g), a request for benefits may be paid if not submitted within 30 days if such Employee has not previously received benefits pursuant to these subsections.

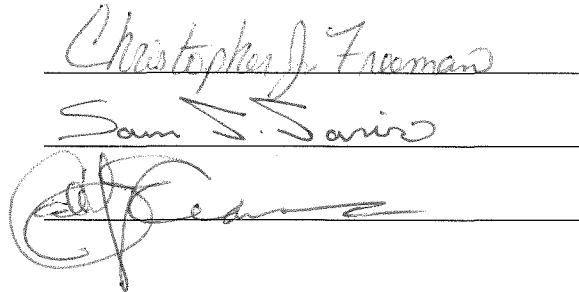
**2. The above amendment to Section 2.3 will automatically expire and be of no force and effect 12 months following the effective date set forth above.**

IN WITNESS WHEREOF, the Board of Trustees have approved and adopted this Amendment to the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund Plan document on 8/23, 2013.

UNION TRUSTEES



EMPLOYER TRUSTEES



**PIPEFITTERS LOCAL NO. 636  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND  
PLAN DOCUMENT**

## TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS .....	1
ARTICLE 2 - ELIGIBILITY .....	3
ARTICLE 3 - CREDITS .....	5
ARTICLE 4 - BENEFITS.....	7
ARTICLE 5 – CLAIM AND APPEAL PROCEDURES.....	9
ARTICLE 6 - ADMINISTRATION .....	13
ARTICLE 7 - FINANCING OF PLAN .....	13
ARTICLE 8 - NON-ALIENATION OF BENEFITS .....	14
ARTICLE 9 – AMENDMENTS TO PLAN .....	14

**PIPEFITTERS LOCAL NO. 636**  
**SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST FUND PLAN**

This Supplemental Unemployment Benefit Plan, established July 1, 1963, in accordance with the provisions of the Agreement and Declaration of Trust of Pipefitters Local 636 Supplemental Unemployment Benefit Fund, is restated in its entirety as follows effective \_\_\_\_\_, 2012:

**ARTICLE 1 - DEFINITIONS**

As used in this Plan, the following words have the following meanings:

**Apprentice** means any pipefitter employee who is registered as an apprentice with the Pipefitting Industry Educational Trust Fund.

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

**Benefits** means supplemental unemployment benefits paid to an eligible participant pursuant to this Plan.

**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;
- (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; and
- (d) Any person who performs bargaining unit work who has a partial ownership interest in an Employer, with Benefits limited as set forth in §4.8.

**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");
- (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.

**Fund Office** means the SUB Fund office located at 30100 Northwestern Highway, Farmington Hills, Michigan 48334, telephone number (248) 538-6636.

**Month** means the monthly period as shown in the Employers reporting form.

**Plan** means this Supplemental Unemployment Benefit Plan.

**Plan Year** means July 1 through June 30.

**State Benefit** means unemployment compensation benefits, either full or partial, payable to a participant for unemployment during any week under the Michigan Employment Security Act or under the unemployment compensation law of any other state, or province of Canada. State Benefit also means unemployment benefits payable under U.S. federal law via a state unemployment agency.

**Traveler** means an Employee whose home local union is not Local 636.

**Trust Agreement** means the Agreement and Declaration of Trust of Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund.

**Trustees** means Employer and Union Trustees as appointed under the Trust Agreement.

**Trust Fund or Fund** means Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund.

**Union or Local 636** means Pipefitters 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.

**Week of Unemployment** means a period of seven consecutive days, Monday through Sunday, for which period an eligible participant is not paid for more than 16 hours of work, pursuant to the provisions of the Collective Bargaining Agreement. If an Employee does not work when scheduled to work, such hours scheduled shall be added to actual hours worked to determine whether such Employee has incurred a Week of Unemployment. Notwithstanding the above, a

participant may work more than 16 hours provided he does so within a two day time period, i.e., two 10 hour days. Payment of wages for Show Up Time shall not be used to disqualify a participant from receiving a Benefit under this Section. The Business Manager of Local 636 must certify that the job lasted no more than two working days and that the Employee completed all of his obligations on the job.

## ARTICLE 2 – ELIGIBILITY

**2.1** An Employee must accumulate 52 credits within a period of 36 consecutive months to establish initial eligibility. The exceptions to this rule are as follows:

- (a) An Apprentice is eligible for Benefits upon becoming an Apprentice.
- (b) An Employee who has not yet earned 52 credits and becomes disabled and entitled to a weekly disability benefit from the Pipefitters Local 636 Insurance Fund is eligible for Benefits. However, upon returning to active employment, such Employee shall not become eligible for a Benefit again until he earns the credits he needed to reach 52 credits prior to initially drawing Benefits.

For example, at the time he became disabled and eligible for weekly disability Benefits from the Pipefitters Local 636 Insurance Fund, Employee A had accumulated 20 credits. He receives Benefits for 20 weeks, thus reducing his credits to 0. Employee A returns to active employment and will not be eligible for Benefits again until he earns 32 credits (52 total credits needed for initial eligibility minus the 20 credits accumulated prior to his disability).

- (c) When an Employee is brought in as a result of organizing activities of Local 636, such Employee shall become eligible for Benefits upon earning one credit. However, all newly organized Employees shall only be eligible to receive Benefits for which they have actually earned credit. For example, if a newly organized Employee has earned two credits and becomes either unemployed or disabled, he will be eligible for a two-week benefit from the SUB Fund. However, under no circumstances will a newly organized Employee be eligible for the disability extensions until such time as he has accumulated 52 credits within a period of 36 consecutive months.

**2.2** An Employee is only entitled to Benefits for each Week of Unemployment for which (a) he has sufficient credits, as set forth in Article 3, and (b) the Employee has received a State Benefit, or has not received a State Benefit solely because the Employee:

- (a) has exhausted State Benefits;
- (b) was not employed sufficiently to be entitled to State Benefits;
- (c) could not draw a State Benefit because the Employer was not required by State law to make contributions to a State unemployment compensation system;

- (d) had a Week Of Unemployment but his earnings for such week made him ineligible to receive a State Benefit;
- (e) was denied a State Benefit only because an Employer was unable or failed to obtain elective coverage under the State unemployment compensation system;
- (f) has received worker's compensation benefits;
- (g) has received a weekly disability benefit from Pipefitters Local No. 636 Insurance Fund;
- (h) has received a weekly wage loss benefit from a no-fault insurer; or
- (i) is eligible for State Benefits but subject to a waiting period for such benefits.

If upon a duly made motion to review this provision there is not unanimous consent for §2.2(h) to remain part of this Plan, it shall automatically terminate.

**2.3** To receive a Benefit an Employee must:

- (a) Within 2 weekdays of layoff, register with the Union Hall, either by phone or in person, to be placed on the Union out of work list, at which time the Employee must provide the following information: name, social security number, last Employer, and date of layoff. On a daily basis, the Union will provide such information, along with the date the Employee contacted the Union, to the SUB Fund office.

Failure to register with the Union Hall within 2 weekdays of layoff shall render an Employee ineligible to receive Benefits otherwise payable under this Plan. Benefits will not commence until the first Week of Unemployment beginning after the Employee has registered with the Union;

- (b) Register with the Michigan Unemployment Agency (MUA), or unemployment compensation agency of any other state, or province of Canada;
- (c) Submit the State Benefit check within 30 days of its issuance, or other information sufficient to establish that he did not receive a State Benefit for one of the reasons set forth in §2.2, to the SUB Fund office; and
- (d) At the time of initial application, provide a copy of his Monetary Determination Form from the Michigan Unemployment Agency.

Benefits will not be paid for a Week of Unemployment for which a State Benefit check was issued if the State Benefit check is not submitted to the SUB Fund office within 30 days after it was issued.

Benefits will not be paid for a Week of Unemployment for which an Employee did not receive a State Benefit for one of the reasons set forth in §2.2 if information sufficient to establish such reason is not submitted to the SUB Fund office within 30 days after receipt of such information.

- 2.4 An Employee who is unemployed and disabled is only eligible for a Benefit if he is receiving a disability benefit from Pipefitters Local No. 636 Insurance Fund or Workers' Compensation benefits for three or more working days of that Week of Unemployment. If an Employee suffers an on-the-job disability while employed by an Employer but is not eligible for Workers' Compensation, he shall be entitled to a benefit for any Week of Unemployment caused by the disability provided he furnishes satisfactory medical proof of disability which has caused his unemployment.
- 2.5 No Employee is eligible to receive Benefits for any Week of Unemployment for which he has received payment(s) from Pipefitters Local No. 636 Defined Benefit Pension Fund or its predecessor, Plumbers Local No. 98 and Pipefitters Local No. 636 Pension Fund; provided that this Section does not apply to any Employee who is 70 1/2 years of age or older.
- 2.6 A Traveler is not eligible to receive Benefits if, at the time of application for Benefits or while drawing Benefits, there is work available in the locality of his home local union.
- 2.7 Notwithstanding Sections 2.2 and 2.3 above, an Employee shall be eligible for a benefit from this plan for any Week of Unemployment due to certified jury duty.
- 2.8 Notwithstanding Sections 2.2 and 2.3 above, an Employee shall be eligible for a benefit from this plan for any Week of Unemployment resulting from training in the United States Military Reserve. This benefit shall only be payable for up to 4 weeks per year and is not available for any Employee who becomes "active" in the military, regardless of whether the Employee's "active" status is voluntary or involuntary.

### **ARTICLE 3 - CREDITS**

- 3.1 A credit account shall be maintained by the Fund for each Employee upon whom contributions are received from an Employer.
- 3.2 Each Employee will receive one credit for each month for which at least 8 hours of contributions are received by the Fund, and two credits for each month for which at least 16 hours or more of contributions are received by the Fund.
- 3.3 No more than 52 credits may be accumulated in any Employee's account. When an account accumulates 52 credits, no further credits will be added to the account until the account shows less than 52 credits. Once a participant has established the minimum of 52 credits, he may draw weekly Benefits as long as he has any credits in his account.

3.4 One credit will be cancelled for each weekly Benefit paid to an Employee. The credit cancelled must have been earned prior to the Week of Unemployment for which the Benefit is payable.

3.5 If an Employee has no contributions reported or owed on him for 12 consecutive months, the entire accumulated credits in his account will be forfeited, provided that no credits will be cancelled for any period during which the failure to earn credits during this 12-month period is due to any of the following:

- (a) work performed outside the jurisdiction of the Union while in the employ of an Employer;
- (b) an injury or illness compensable under Workers' Compensation laws;
- (c) an illness which has been reported and certified to the Trustees;
- (d) service in the United States Armed Forces;
- (e) working outside the geographic jurisdiction of the Union on a travel card because of unemployment in the Detroit area;
- (f) lack of work, so long as such individual was continuously on the Union's out of work list for this 12-month period;
- (g) work deemed by the Trustees as employment beneficial to the Plan, participants and the unionized segment of the pipefitting industry; or
- (h) work for a municipality in the State of Michigan or any subdivision thereof under a building trades or 636 collective bargaining agreement (e.g. school board, etc.). Any person performing such work as of January 1, 2005, will have an account of 26 credits, or greater if Plan records establish that he had over 26 credits when he commenced such work. Any person who commences such work after January 1, 2005, will retain the existing credits in his account.

In the event an Employee who established initial eligibility loses his credits by the operation of this Section, he shall be restored to eligibility upon accumulating 12 credits in a period of 12 consecutive months or less.

Notwithstanding the foregoing, in the event contributions are retroactively credited on behalf of an Employee due to an audit or any other reason, his forfeited account will be restored if such contributions were earned in the 12-month period immediately prior to the forfeiture.

3.6 The Trustees may cancel part or all of the Employee's credits upon determination that the Employee was guilty of a material misrepresentation regarding the Employee's application for Benefits.

3.7 Notwithstanding the foregoing, upon request the Trustees may grant a maximum of 4 credits to an Employee who has failed to accumulate credits due to the nonpayment of contributions by an Employer, provided the Union timely provided a Notice of Strike to such Employer and the Employee obeyed this Notice of Strike.

3.8 An Employee who is a Michigan resident and whose home local is Local 636 (the "Traveler") shall be permitted to self-pay to accumulate credits pursuant to the following:

- (1) A self-payment of \$50.00 per credit will be allowed for a maximum of two credits for each month the Traveler is working outside the jurisdiction of Local 636, subject to the credit limitations set forth in §3.2 (2 credits per month) and §3.3 (maximum 52 credits);
- (2) The local in which the Traveler is working does not have a reciprocal agreement with the Local 636 SUB Fund;
- (3) The Traveler is working outside the jurisdiction of Local 636 because there is no work available in the jurisdiction of Local 636; and
- (4) The Traveler worked outside the jurisdiction of Local 636 for at least 16 hours in the month for which he is making self-payments.

If upon a duly made motion to review this provision there is not unanimous consent for this §3.8 to remain part of this Plan, it shall automatically terminate.

3.9 The Trustees shall cancel all of an Employee's credits upon determination that he has left the trade.

3.10 The Trustees shall freeze an Employee's credits upon his retirement and he shall not be eligible for Benefits thereafter. Notwithstanding, if such Employee returns to work under the Collective Bargaining Agreement and his pension benefit is suspended, then during the period he is working and his pension benefit is suspended, his credits shall be reinstated and he will be eligible for SUB Benefits under the terms of the Plan as an Employee. In no event will an Employee be eligible for a SUB Benefit in a month in which he received a pension benefit.

#### **ARTICLE 4 - BENEFITS**

4.1 Benefits are payable at intervals to be determined by the Trustees.

4.2 The amount of the Benefits to be paid Employees from the Fund (the "Benefit Level"), will be determined by the Trustees. The Trustees have the discretion to change the Benefit Level from time to time. In the event of a deadlock in determining the Benefit Level, Benefits shall be paid based upon the terms of the current collective bargaining agreement between the Union and the Association.

- 4.3 Receipt of a Benefit is considered a supplemental benefit, not a continuation of wages.
- 4.4 Regarding any Week of Unemployment for which an Employee has not received a State Benefit due to a contest under the State system (including a pending request for extension of benefits for which an Employee submits proof of eligibility), no benefit will be payable. However, upon final determination, the Employee will be made whole in accordance with that determination.

While awaiting a final determination from the State or applicable government agency, an Employee may appeal to the Trustees for Benefits. Upon such an appeal, the Trustees may authorize the payment of not more than 13 weeks of Benefits, but if the final determination is that the participant is not entitled to a State Benefit, the Employee must reimburse the Fund for such Benefits paid (or at the Trustees' option future Benefits may be offset by the amount of such overpayment).

- 4.5 If an eligible participant has exhausted all credits by reason of disability (occupational or non-occupational illness or injury) and remains unemployed, upon application, the participant may apply for an extension of SUB Benefits up to a maximum of 13 weeks. The Trustees may grant the extension on condition that the participant remains unemployed and disabled and applies to the Trustees for such extension within 45 days after exhausting SUB Fund credits. If the Trustees grant the application for extension, then the first credits earned by the participant when he returns to work will be allocated against the extension of Benefits so that the extension of Benefits is supported by credits earned by the eligible participant.

If an eligible participant has exhausted the 13 week extension of SUB Benefits, a second 13 week extension of SUB Benefits may be granted by the Trustees provided the participant remains disabled and the participant presents a statement from his physician that his disability is not permanent and he will be able to return to work as a Pipefitter. If the Trustees grant the application for a second extension, then the first credits earned by the participant when he returns to work will be allocated against both the first and second extension of Benefits so that both extensions are supported by credits earned by the eligible participant. Notwithstanding the foregoing, any participant who has been awarded social security disability benefits (other than for a closed period) will be presumed permanently disabled.

- 4.6 If a participant is denied a State Benefit by final adjudication on the grounds of refusal of suitable employment or voluntary abandonment of employment, he may appeal to the Trustees for Benefits and such appeal may be granted upon a showing of constructive discharge and/or hostile work environment caused such termination of employment.
- 4.7 No participant will receive Benefits if unemployed because of a labor dispute directly involving the Union or because he is voluntarily not working in support of a work stoppage of another building trades Union.

Whenever a labor dispute begins between the Association and the Union, the payment of any Benefits by the Fund will automatically stop as of the date the labor dispute commences, and no participant will be entitled to receive Benefits subsequently unless:

- (a) it is shown that the participant is eligible to receive Benefits before the commencement of a labor dispute and his unemployment was unrelated to the labor dispute; or
- (b) the Trustees unanimously vote to resume the payment of Benefits following the labor dispute.

- 4.8 Notwithstanding any other provisions of this Plan, the Benefit of a Traveler or any Employee who performs bargaining unit work who has a partial ownership interest in an Employer is limited to the actual dollar amount of contributions received by the Fund on his behalf. Thus, such a person will never receive more in Benefits than has actually been contributed on his behalf to the Fund.
- 4.9 If it is determined that any Benefit paid under the Plan should not have been paid for any reason, the participant must return the amount of overpayment to the Fund. Failure to make repayment will disqualify the participant from receiving any further or future Benefits until such repayment is completed. At the Trustees' option, future Benefits may be offset by the amount of such overpayment.

## **ARTICLE 5 - CLAIM AND APPEAL PROCEDURES**

### **5.1 Timing and Notification of Benefit Determination**

Claims must be filed as set forth in Article 2. 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 Employee. This period may be extended by the Fund for up to 90 days, if special circumstances require an extension of the time for processing the claim. In such case, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the Benefit determination.

Notwithstanding, in the case of an application for Benefits under Section 2.4, above, based upon an on-the-job disability while employed by an Employer for which the claimant receives no Workers' Compensation (for purposes of this article, a "disability benefit"), the Fund Office shall notify the claimant of the Fund's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Fund Office. This period may be extended by the Fund for up to 30 days, provided that the Fund Office both determines that such an extension is necessary due to matters beyond the control of the Fund and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of

the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Fund Office notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this provision, the notice of extension shall specifically explain the standards on which entitlement to a Benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

## **5.2 Manner and Content of Notification of Benefit Determination**

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination (i.e. denial of an application for Benefits). The notification shall set forth, in a manner calculated to be understood by the claimant –

- (a) The specific reason or reasons for the denial;
- (b) Reference to the specific Plan provisions on which the denial is based;
- (c) If applicable, a description of any additional material or information necessary for the Employee to complete his claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of the Employee's right to bring a civil action under section 502(a) of ERISA following an adverse determination on appeal; and
- (e) If the denial is of a request for disability benefits and an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

## **5.3 Appeal of Adverse Benefit Determination**

- (a) Appeals must be forwarded to and received by the Fund Office within 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination (i.e. denial of claim). As part of any such appeal, a claimant may submit written comments, documents, records, and other information relating to the claim for Benefits.

- (b) A claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for Benefits.
- (c) Upon appeal, the Trustees will review 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.
- (d) If the appeal is a denial of disability benefits:
  - (1) A review on appeal will not afford deference to the initial denial and an individual who made the initial denial, or a subordinate of such individual will not decide an appeal.
  - (2) In deciding an appeal of a Benefit based on medical judgment, the fiduciary deciding the appeal shall consult with a health care professional who has appropriate training in the field of medicine involved (and who was not involved in reviewing the initial claim); and
  - (3) A plan must provide for the identification of any medical or vocational experts whose advice was obtained by the Plan in connection with the initial denial, regardless of whether the advice was relied upon.

#### **5.4 Trustees Decision on Appeal**

##### **(a) Timing of Decision**

The Trustees shall make a Benefit determination on appeal no later than the date of the board meeting that immediately follows the Fund Office's receipt of an appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such case, the Benefit determination may be made no later than the date of the second board meeting following the Fund Office's receipt of the request for review.

If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third board meeting following the Fund Office's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the Benefit determination will be made, prior to the commencement of the extension. The Fund Office shall notify the claimant of its decision on appeal but not later than 5 days after the Benefit determination is made.

**(b) Manner and Content of Notification of Trustees Notice of Decision on Appeal**

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the claimant –

- (1) The specific reason or reasons for the adverse determination;
- (2) Reference to the specific Plan provisions on which the determination is based;
- (3) 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;
- (4) A statement of the claimant's right to bring a civil action under section 502(a) of ERISA; and
- (5) If the appeal is a denial of disability benefits and an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.
- (6) If the appeal is a denial of disability benefits, the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

**5.5 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.

**5.6 Timely Submission of Appeals**

All appeals must be timely submitted. A participant or dependent 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.

## **5.7 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 6 -ADMINISTRATION**

- 6.1** The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized. The Trustees may designate an employee to manage the Fund Office and to accept applications for Benefits and to distribute Benefit checks in accordance with the Plan and the rules of the Trustees. The Trustees shall make such rules and prescribe such procedures for the administration of the Fund, as they shall deem necessary and reasonable and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final.
- 6.2** All action by the Trustees shall be by majority decision in the same manner as provided in the Agreement and Declaration of Trust establishing Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund.

## **ARTICLE 7 - FINANCING OF PLAN**

- 7.1** A Trust Agreement has been executed between the Employers and the Union, and subscribed and accepted by the Trustees, under the terms of which a Supplemental Unemployment Benefit Trust Fund has been established to receive and hold contributions payable by the Employers, interest and other income, and from which are to be paid the Benefits provided under this Plan and the expenses of operating the Plan.
- 7.2** The Employers shall have no right, title or interest in the contributions made by them or any of them to the Trust Fund and no part of the Trust Fund shall revert to the Employers, the Union or the Association upon dissolution, termination or at any other time.
- 7.3** The Benefits of this Plan shall be only as such can be provided by the assets of the Trust Fund, and there shall be no liability or obligations on the part of the Employers to make any further contributions to the Trust Fund in the event of termination of the Plan, subject to the relevant provisions of the Employee Retirement Income Security Act of 1974.
- 7.4** Any benefit payable under the plan that is unclaimed for a period of two years shall revert to and become part of the Trust Fund free and discharged from any claim therefor. 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.
- 7.5** No participant, Employee, former Employee, retired Employee, beneficiary or any person claiming by or through any such person shall have any right, interest or title to any Benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest

or title shall have been specifically granted pursuant to the terms of this Plan, and there shall be no vesting of Benefits in any participant, Employee, former Employee, retired Employee, or beneficiary.

## **ARTICLE 8 - NON-ALIENATION OF BENEFITS**

**8.1** 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, nor the Fund shall, in any manner, be liable for, or subject to the debts or liability of any Employee. If an Employee 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 9 - AMENDMENTS TO PLAN**

**9.1** Any amendment to this Plan may be made retroactively by the unanimous action of the Trustees, in order to qualify and maintain this Plan as a qualified plan and trust under applicable provisions of the United States Internal Revenue Code.

**9.2** The Trustees, by unanimous action, may amend this Plan.

**9.3** In the event the Supplemental Unemployment Benefit Trust Fund is terminated at any time, the amount of the Fund shall be allocated as follows:

- (a) First, all outstanding debts owing by the Trust Fund shall be paid, and a reserve shall be set aside to pay for the costs of terminating the Fund;
- (b) Second, all outstanding claims for Benefits payable by the Trust Fund shall be paid;
- (c) Third, the entire balance of the monies in the Trust Fund shall continue to be used to pay supplemental unemployment benefits to eligible beneficiaries under the rules of the SUB Fund for as long as it is fiscally and otherwise practicable to do so, and any surplus remaining thereafter shall be distributed and applied in such manner as will, in the opinion of the Trustees, best effectuate the purpose of the Trust.

This Pipefitters Local no. 636 Supplemental Unemployment Benefit Trust Fund Plan has been executed by the Trustees on 11/8, 2012.

UNION TRUSTEES

Mark Weckert  
Joseph P. Bungous  
Ron Sauter

W1158952.DOC

EMPLOYER TRUSTEES

Sam J. Davis  
Christopher J. Francis  
Cal P. Dean