

**PIPEFITTERS' LOCAL NO. 636
RETIREE AND WIDOW BENEFIT PLAN
PLAN DOCUMENT**

2012

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PIPEFITTERS' LOCAL NO. 636 RETIREE AND WIDOW BENEFIT PLAN

This Pipefitters' Local 636 Retiree and Widow Benefit Plan, established July 5, 1982, in accordance with the provisions of the Agreement and Declaration of Trust of Pipefitters Local 636 Retiree and Widow Benefit Fund (collectively the "Plan"), is restated in its entirety as follows effective _____, 2012:

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 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 Journeymen 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.

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 September 30 of any year is entitled to an annual benefit from this Fund, provided, the Retiree (or deceased Employee of the Widow) 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. Such notice shall include:

- (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 claimant to complete his claim and an explanation of why such material or information is necessary; and
- (d) 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.

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:

- (a) The specific reason or reasons for the denial;
- (b) Reference to the specific Plan provisions on which the denial is based;
- (c) 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
- (d) 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 - ADMINISTRATION

5.1 Plan Administrator

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 or third party administrator 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.

5.2 Majority Decision

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 Retiree and Widow Benefit Trust Fund.

ARTICLE 6 - FINANCING OF PLAN

6.1 Contributions to the Fund

A Trust Agreement has been executed between the Association and the Union, and subscribed and accepted by the Trustees, under the terms of which a Retiree and Widow 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.

6.2 Contributions Irrevocable

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.

6.3 Limit on Employer Liability

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.

6.4 Unclaimed Benefits

~~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.

6.5 Rights Limited To Those Rights Granted By Plan

No Participant, Employee, former Employee, retired Employee, beneficiary, spouse, 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, spouse, or beneficiary.

ARTICLE 7 - NON-ALIENATION OF BENEFITS

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 of, nor the Fund, shall, in any manner, be liable for, or subject to the debts or liability of any Beneficiary. If a Beneficiary 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 Beneficiary 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 8 - AMENDMENTS TO PLAN

8.1 Retroactive Plan Amendment

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

8.2 Amendment to Plan

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

8.3 Allocation of Assets on Termination

In the event this 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 benefits to eligible beneficiaries under the rules of the Retiree and Widow 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 Retiree and Widow Benefit Fund has been executed by the Trustees on 11/8, 2012.

UNION TRUSTEES

Frank Meekit
Joseph P. Bourgouin
Don Sardella

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EMPLOYER TRUSTEES

Sam J. Bain
Christopher J. Freeman
John C. Cian