

**SHEET METAL WORKERS
LOCAL UNION NO. 33 -
TOLEDO DISTRICT**

**SUPPLEMENTAL UNEMPLOYMENT
BENEFIT FUND**

SUMMARY PLAN DESCRIPTION

Effective: August 1, 2021

*Prepared by:
Novara Tesija & Catenacci, P.L.L.C.
888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
(248) 354-0380*

SHEET METAL WORKERS LOCAL NO. 33 - TOLEDO DISTRICT SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

I.

INTRODUCTION TO THE SHEET METAL WORKERS LOCAL NO. 33 - TOLEDO DISTRICT SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

The Trustees of the Sheet Metal Workers Local No. 33 - Toledo District Supplemental Unemployment Benefit Fund (“the Fund”) are pleased to furnish you with this Summary Plan Description of the Supplemental Unemployment Benefit Plan.

The Trustees previously submitted this Plan to the Internal Revenue Service for approval. The Internal Revenue Service issued a “determination letter,” approving this Plan as a “qualified” supplemental unemployment benefit plan. This Summary Plan Description is a brief description of the Plan and your rights, obligations and benefits under it. This Summary Plan Description is not meant to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

A copy of your Plan is on file at the Administrative Manager’s office and may be read by you, your beneficiaries or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should ask the Administrative Manager. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

II.

GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information which you may need to know about your Plan. This information has been summarized for you in this section.

2.1 General Plan Information.

- (a) The name of your Plan is the “*Sheet Metal Workers Local No. 33 - Toledo District Supplemental Unemployment Benefit Plan.*”

- (b) Your plan is sponsored by Local Union No. 33 - Toledo District, Sheet Metal Workers International Association, AFL-CIO, and the Sheet Metal Contractors Association of Northwest Ohio, as well as individual employers who are signatory to a collective bargaining agreement with the Union.
- (c) The provisions of your Plan initially became effective on March 1, 1986, which is called the effective date of your Plan. The Plan was most recently amended and restated with an effective date of July 1, 2019, to incorporate all changes made through that date.
- (d) Your Plan's records are maintained on a 12-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.
- (e) Your Plan's federal tax identification number is 38-2578048. The Plan number is 502.
- (f) The Plan and Trust are governed by applicable federal laws, as well as the laws of the States of Ohio and Michigan.

2.2 Plan Administrator Information.

This Plan is administered by the Trustees, who have retained the following administrative service organization:

Administrative Manager
BeneSys, Inc.
P.O. Box 4450
Troy, MI 48099-4450
(248) 641-4943
(800) 851-6024

The Administrative Manager keeps the records for the Plan and is responsible for the day-to-day administration of the Plan. The Administrative Manager will also answer any questions you may have about your Plan.

2.3 Plan Trustee Information.

The names, addresses and telephone numbers of the Plan's Trustees are:

EMPLOYER TRUSTEES

*Craig Gabel
VM Systems, Inc.
3125 Hill Avenue
Toledo, OH 43607
(419) 535-1044*

*Kurt Deal
Sperling Heating
P.O. Box 1209
Holland, OH 43528
(419) 865-6171*

*Kevin Boeke
Noron Inc.
5465 Enterprise Boulevard
Toledo, OH 43612
(419) 46-0374*

UNION TRUSTEES

*Chris Monaghan
SMW Local 33 - Toledo District
27430 Crossroads Parkway
Rossford, OH 43460
(419) 873-9971*

*Matt Cherry
SMW Local 33 - Toledo District
27430 Crossroads Parkway
Rossford, OH 43460
(419) 873-9971*

*Corey Beaubien
SMW Local 33 - Toledo District
27430 Crossroads Parkway
Rossford, OH 43460
(419) 873-9971*

The Plan Trustees have been designated to hold and invest the Plan assets and to oversee the Plan administration. Their principal place of business is at the address and telephone number of the Administrative Manager.

2.4 Plan Attorneys.

The name, address and telephone number of your Plan's attorneys are:

Novara Tesija Catenacci McDonald & Baas, P.L.L.C.
888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
(248) 354-0380

The Plan's attorneys are responsible for all legal matters involving the Fund.

2.5 Service of Legal Process.

Service of legal process may be made upon:

Novara Tesija Catenacci McDonald & Baas, P.L.L.C.
888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
(248) 354-0380

III. ELIGIBILITY

QUESTION:

Who is eligible to participate in the Plan?

ANSWER:

Any person who is actively employed within the jurisdiction of Sheet Metal Workers Local No. 33 - Toledo District on or after March 1, 1986, and whose terms and conditions of employment are covered by a collective bargaining agreement calling for payment of employer contributions into the Plan, including full-time regular employees of the Plan and, at the option of the Union, its full-time regular employees are eligible to participate. However, employers, sole proprietors, a partner of an employer partnership, and the officers and stockholders of a corporate employer are ineligible to participate in the Plan.

QUESTION:

When am I eligible for SUB Plan benefits?

ANSWER:

You are eligible for benefits if you have accumulated at least twenty-four (24) credits within the twenty-four (24) month period preceding application for benefits. This 24-month period is called the "base period". Once you have initially qualified for eligibility by accumulating twenty-four (24) credits, you continue to be eligible for benefits unless your credits have been completely exhausted or forfeited because no contributions were received on your behalf for twelve (12) consecutive months. Once your credits have been exhausted, you will again be eligible for a benefit upon earning twelve (12) credits during any period of twelve (12) consecutive months. If you have credits in your account at the beginning of the Plan Year, you will re-qualify for benefits to the extent of the credits in your account. Apprenticeship eligibility rules are explained below.

QUESTION:

What are "credits" and how do I accumulate them?

ANSWER:

You acquire credits based on the number of hours for which contributions are made on your behalf during a base period, according to the following schedule:

Less than 32 hours 0 credit
32 - 56 hours 1 credit
57 or more 2 credits

If you perform work in other jurisdictions and the Plan receives contributions on your behalf pursuant to a reciprocity agreement, you will earn credits at a pro-rata rate based upon the contribution rates in effect in the other jurisdiction as compared to the Toledo area contribution rate. You may earn no more than two (2) credits in any one calendar month.

Once you have acquired twenty-four (24) credits, you may not accumulate more credits until your account drops below twenty-four (24) credits. If you do not have the maximum twenty-four (24) credits at the beginning of the Plan Year and do not exhaust your benefits during the year, you will be able to be credited with the credits earned during the benefit year, but not to exceed twenty-four (24) credits in any one year.

QUESTION:

Is a credit from my account canceled for each week that I receive a benefit?

ANSWER:

Yes.

QUESTION:

Can my credits be canceled in any other manner?

ANSWER:

Your credits can be canceled by the Trustees if they determine that you are guilty of a material misrepresentation in connection with your application for or receipt of benefits. Your credits will also be forfeited if no contributions were received on your behalf for twelve (12) consecutive months. **Please note that your credits will not be canceled for any period during which contributions are not received as a result of your service in the Armed Forces, while receiving workers' compensation, or while you are suffering from an illness which has been reported and certified.**

QUESTION:

Will my eligibility continue after I retire?

ANSWER:

Ordinarily, you will not be eligible for benefits from the Plan if you are receiving normal, early, or disability retirement benefits from the Sheet Metal Workers Local No. 33 - Toledo District Pension Fund or the Sheet Metal Workers National Pension Fund. Receipt of pension benefits from other sources will not disqualify you if you are otherwise eligible for benefits.

QUESTION:

As an apprentice how do I accumulate credits and become eligible for benefits?

ANSWER:

Generally, you are able to earn credits on the number of hours for which an Employer contributes on your behalf. In addition, you are required to attend regularly scheduled apprenticeship training classes and submit acceptable proof of your class attendance and qualification for State benefits. Credits will be forfeited if no contributions are received for twelve (12) months.

**IV.
BENEFITS**

QUESTION:

Under what circumstances are benefits paid?

ANSWER:

Once you accumulate twenty-four (24) credits, supplemental unemployment benefits are payable during any week in which you are not working and you:

- (a) Receive a State unemployment benefit;
- (b) Receive a workers' disability compensation benefit;
- (c) Receive a weekly disability benefit from the Toledo Area Construction Workers Health and Welfare ("T.A.C.W.") Plan. In the event you exhaust your weekly disability benefit, you can remain eligible for benefits under the Plan for an additional thirteen (13) weeks so long as you continue to satisfy the T.A.C.W. Plan's criteria for its disability benefit (after the first seven days of absence from work); or
- (d) Serve on a jury in the States of Ohio or Michigan.

Plan benefits may also be payable where you are ineligible for a State unemployment benefit because you have not worked enough time to become eligible for a State unemployment benefit.

In their discretion, the Trustees may waive your inability to receive a State unemployment benefit for any of the following reasons:

- (1) You have exhausted or failed to re-qualify for a state benefit.

- (2) You performed part time work during a week of unemployment for an employer other than an employer required to make contributions to the plan on your behalf, so long as you held such employment prior to layoff.
- (3) You worked no more than sixteen (16) hours during a week of unemployment.
- (4) You did not work because you were pulled from the job by the Union because your employer was not making contributions on your behalf.
- (5) You worked in employment other than employment in the sheet metal industry covered by a collective bargaining agreement.

QUESTION:

What is the amount of the weekly Plan benefit?

ANSWER:

Currently, the weekly Plan benefit is \$150.00. The Trustees are authorized to change the amount of the benefit if they determine that a change is necessary.

QUESTION:

How are Plan benefits paid?

ANSWER:

Benefits are paid by check drawn to the order of the employee. The first payment will cover the period between the application for benefits and the date of payment. Subsequent payments will be made weekly, upon receipt of required documentation.

QUESTION:

Does the Plan pay any benefits other than weekly benefits?

ANSWER:

Yes. The following types of benefits may also be paid:

- (a) **Severance Benefit.** The Plan pays a severance benefit to eligible employees who have (1) been terminated by an Employer, (2) permanently severed their relationship with the sheet metal industry, having performed no covered work in the last twelve (12)

months, or (3) become permanently disabled and unable to work in the industry, regardless of age.

The amount of the benefit is equal to 40% of the total number of unused credits in your account on the last day of the preceding ten (10) benefit years, disregarding the first benefit year of participation, to a maximum of twenty-four (24) credits in any one year, multiplied by the benefit rate that is or was in effect for each such year. If lower, the benefit will be equal to the amount contributed on your behalf over the last ten years, excluding the first benefit year of participation. In the event of your death, the Plan will pay your beneficiary a lump sum benefit equal to the severance benefit you otherwise would have been entitled to receive.

- (b) **Inclement Weather Benefit.** If you are eligible for Plan benefits, you will be eligible to receive a benefit of $\frac{1}{2}$ credit for each full day of unemployment due to inclement weather, not to exceed 2 days/1 credit in any one week. A maximum of three (3) credits are payable in a calendar year. Inclement weather means weather that your employer and the union agree make conditions unsuitable for safe and productive work.
- (c) **Military Service Benefit.** If you are otherwise eligible for Plan benefits, you may receive a weekly benefit payment for any week of unemployment that results from your being called to military reservist service. A maximum of four (4) weeks of benefits are payable. This benefit applies only to reservists, and not to active military service.
- (d) **Vacation Benefit.** If you are a participant for whom an Employer makes vacation contributions, you will earn a vacation credit equal to the balance of your vacation pay credits accrued during the previous benefit year(s). Said benefit shall be paid to you at intervals established by the Trustees, but not more than once per benefit year. Notwithstanding, in no event shall vacation benefits be paid to you if your account is less than \$5.00. Further, should an amount remain in your account twenty-four (24) months as a result of your failure to cash your vacation benefit check, such amount may be forfeited.

QUESTION:

If I die, who is my beneficiary for purposes of the survivor's benefit?

ANSWER:

“Beneficiary” means the first of the following classes of beneficiaries, in successive preference: the Participant’s (a) spouse, (b) children, (c) parents, (d) siblings, (e) estate. “Spouse” means your lawful husband or wife. As of September 16, 2013, a same-sex Spouse was recognized by the Plan provided you were legally married in a state or country that recognizes same-sex marriage.

**V.
CLAIMS**

QUESTION:

How do I apply for benefits under the Plan?

ANSWER:

Benefits will be paid upon the completion of the appropriate forms. Requests for forms should be made to the Administrative Manager, whose address and telephone number are set out in Article II, Section 2.2. *Forms must be filed within 30 days, from the date of termination or last day worked.*

To support your claim, you must provide a copy of your State unemployment benefit check (or other proof approved by the Trustees), or a copy of or stub from a benefit check received pursuant to a workers’ compensation claim or loss-of-time indemnity.

If a claim is wholly or partly denied, written notice of the decision will be furnished to you within ninety (90) days of the date your claim is received unless special circumstances exist, in which case you will be notified by the Plan’s administrator that it is extending the time for response. In that case written notice of the decision will be provided within one hundred eighty (180) days of the date your claim is received. Each denial will specify the reason for the denial, including the Plan provision on which it is based, and will indicate whether additional information is necessary to perfect the claim. Appropriate information will also be provided in the event you wish to appeal.

PLEASE NOTE THAT IF THE BASIS OF YOUR QUALIFICATION FOR SUB BENEFITS IS UNEMPLOYMENT, YOU MUST REGISTER ON THE LOCAL UNION’S OUT-OF-WORK LIST WITHIN 24 HOURS OF LAYOFF OR TERMINATION.

QUESTION:

What if notice of denial is not furnished by the Trustees?

ANSWER:

If notice of the denial of a claim is not furnished to you in accordance with the above provisions within a reasonable period of time, your claim will be deemed denied. You will then be permitted to proceed to an appeal.

QUESTION:

What rights do I have if my claim is denied?

ANSWER:

If your claim has been denied, and you wish to submit a claim of appeal, you must follow the Claims Review Procedure.

- (a) Upon denial of your claim for any benefit provided by the Plan, you must file your request for review, in writing, with the Trustees, c/o the Administrative Manager.
- (b) You may review all pertinent documents relating to the denial of your claim and submit any issues, documents, records and comments, in writing, to the Trustees.
- (c) The Trustees' decision following a request for review shall be made no later than the next regularly-scheduled Trustees meeting following the receipt of a request for review, unless the request for review is received less than thirty (30) days preceding the date of such meeting. In that case, a decision may be made by no later than the date of the second meeting following receipt of the request for review. The Trustees will provide notice of the benefit determination on appeal to you as soon as possible, but no later than five days after the benefit determination is made.

If special circumstances require a further extension of time for processing a request for review, a decision shall be rendered no later than the third meeting of the Trustees following receipt of the request for review.

- (d) If your claim is based upon disability, written notice of the Trustees' decision must be provided to you within forty-five (45) days after the Trustees receive the claim, unless special circumstances require an extension of time for processing the claim. If an extension of time for processing is required, written notice of the extension shall

be furnished to you before the end of the initial forty-five (45)-day period. If a second extension of time for processing is required, written notice of the extension shall be furnished to the you prior to the end of seventy-five (75) days after filing the claim. In no event shall any extension regarding disability benefits exceed one hundred five (105) days of receipt of the claim by the Trustees.

- (e) The Trustees' decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
- (f) If the Trustees' decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.

VI. ERISA RIGHTS

QUESTION:

What are my rights under current law?

ANSWER:

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called "ERISA." ERISA provides that all Plan participants shall be entitled to:

- (a) Examine, without charge, all Plan documents, including:
 - (i) insurance contracts;
 - (ii) collective bargaining agreements;
 - (iii) copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions; and
 - (iv) a complete list of the employers and employee organizations sponsoring the Plan.

This examination may take place at the Administrator's office and at other specified locations such as the work site or the Union hall.

- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Administrative Manager. The Administrative Manager may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a copy of this summary annual report.
- (d) Obtain a statement telling you what rights you have with respect to benefits offered by the Plan. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 plan benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Trustees review and reconsider your claim.

QUESTION:

What steps can I take to enforce my legal rights?

ANSWER:

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Administrative Manager 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 Administrative Manager.

If you have a claim for benefits which is denied or ignored, in whole or part, you may file suit in a state or federal court.

If the Plan's 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 if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Administrative Manager. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Manager, 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 hot line of the Employee Benefits Security Administration.

VII. AMENDMENT AND TERMINATION OF THE PLAN

QUESTION:

Can the Trust and its Plan documents be amended?

ANSWER:

The Trustees have the right to amend the Plan and Trust at any time. In no event, however, shall any amendment:

- (a) Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries; or
- (b) Cause any part of your Plan assets to revert to an employer.

QUESTION:

Can the Trust and its Plan documents be terminated?

ANSWER:

The Trust (and consequently the Plan) may be terminated by a joint resolution of the employers and the Union. The Trustees may also terminate the Plan when a collective bargaining agreement requiring contributions no longer exists. In addition, the Plan will be terminated if and when no assets are left in the Fund, or no individuals remain alive who can qualify for benefits.

In the event of termination, the Trustees would pay any and all remaining obligations of the Plan. Any surplus would be applied by the Trustees in a manner determined by them to be consistent with the purpose of the Trust.

NOTE: This Summary Plan Description contains only a summary of the Plan's provisions. Due to the complexity and length of the Plan documents, the Trustees have provided you with this summary as required by law. You can obtain a copy of all of the plan documents and any other relevant documents by requesting same, in writing, from the Administrative Manager. IN CASE OF ANY CONFLICT BETWEEN THE TERMS OF THIS SUMMARY PLAN DESCRIPTION AND THE PLAN DOCUMENTS, THE TERMS OF THE PLAN DOCUMENTS SHALL CONTROL.

Published by:
The Trustees of the Sheet Metal Workers Local No. 33 - Toledo District
Supplement Unemployment Benefit Fund

NOTES

NOTES

