

SHEET METAL WORKERS' LOCAL UNION NO. 80

**SUPPLEMENTAL
UNEMPLOYMENT BENEFIT FUND**
(Residential and Light Commercial Journeymen)

SUMMARY PLAN DESCRIPTION



(as of May 1, 2018)

SHEET METAL WORKERS' LOCAL UNION NO. 80 SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND

To All Participants:

The Board of Trustees of the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund is pleased to furnish you with this Summary Plan Description of the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Plan (Residential and Light Commercial Journeymen).

The Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund was established on January 28, 1965, by the execution of an Agreement and Declaration of Trust by and between the Sheet Metal Workers' International Association Local Union No. 80 and SMACNA, Metropolitan Detroit Chapter (formerly called "Sheet Metal Employers Association of Detroit"), for the purpose of providing supplemental unemployment benefits to participating employees. The Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Plan was adopted by the Board of Trustees on May 7, 1965, and made effective as of January 28, 1965.

The Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Plan (Residential and Light Commercial Journeymen) has been amended for compliance with the Employee Retirement Income Security Act of 1974, as amended, and to incorporate changes adopted by the Board of Trustees. The Trust is a tax-exempt organization pursuant to Section 501(c)(9) of the Internal Revenue Code.

Contributions to the Supplemental Unemployment Benefit Fund are made by Employers who agree to do so in their Collective Bargaining Agreements with the Union. The contribution rate is determined by the Collective Bargaining Agreement and may change from year to year depending upon the terms of that Agreement.

The Plan and the Trust Agreement are necessarily lengthy and technical in nature and are written in legal language that does not lend itself to easy reading. Therefore, the Board of Trustees has authorized publication of this booklet in everyday language to explain the basic provisions of the Plan and how they operate. The questions and answers that follow have been designed to cover accurately most usual situations but not to be as detailed and specific as the Plan itself. Of course, the formal documents will govern in any specific situation and copies of those documents are available for your inspection at the Local Union office, the SMACNA office and the Fund Office during their normal business hours.

We take pride in being able to serve the needs of the participants. We are also proud that the goal of providing security to employees who become unemployed or disabled is continuing to be achieved. The hard work and cooperation of the Union, the Employers and the Employees have made this possible.

Board of Trustees
Sheet Metal Workers' Local Union No. 80
Supplemental Unemployment Benefit Fund
May 2018

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The Board of Trustees is the Legal Plan Administrator

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GENERAL INFORMATION

The Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund was established through collective bargaining on January 28, 1965.

It is sponsored and administered by a board of eight Trustees. Four of the Trustees are elected or appointed by Sheet Metal Workers Local Union No. 80 ("Union Trustees"), and four of the Trustees are appointed by the SMACNA Metropolitan Detroit Chapter ("Employer Trustees"). A complete listing of the current Trustees can be found on page S-3 of this Summary Plan Description. The Board of Trustees is the legal Plan Administrator and it has hired the firm of BeneSys, Inc. as Plan Manager to operate the program on a day-to-day basis.

The Fund has been assigned an employer identification number. It is 38-6112387. The Fund's Plan Year runs from June 1 through May 31.

The Supplemental Unemployment Benefit Plan established by the Board of Trustees is considered by the federal government to be a welfare benefit plan subject to the Employee Retirement Income Security Act of 1974 as amended, usually referred to as ERISA. The Fund has been determined to be tax-exempt under Internal Revenue Code Section 501(c)(9).

The Plan is funded through the Trust Fund, which receives contributions made by employers at the rate specified in the collective bargaining agreement between the Union and SMACNA. Participants may not make contributions to the Fund. Any participant may receive, upon written request to the Fund Office information about whether a particular employer is contributing to the Fund and, if so, the employer's address.

Those involved in the operation of the Plan whom you might wish to contact are:

**FUND OFFICE, PLAN MANAGER and
AGENT FOR SERVICE OF LEGAL PROCESS**

Sheet Metal Workers' Local Union No. 80
Supplemental Unemployment Benefit Fund
c/o BeneSys, Inc.

(Office address)
700 Tower Drive, Suite 300
Troy, Michigan 48098

(Mailing address)
P.O. Box 1408
Troy, Michigan 48099-1408

Telephone (248) 641-4980
Toll-Free: (800) 400-7710
Fax (248) 813-9898

OFFICE HOURS
7:30 a.m. to 4:30 p.m.
Monday through Friday

**AGENT DESIGNATED FOR SERVICE OF
LEGAL PROCESS**

Joseph Pawlick, Esq.
Sachs Waldman, Professional Corporation
1423 E. Twelve Mile Rd.
Madison Heights, Michigan 48071

Service of legal process may also be made on any Trustee or the Plan Administrator.

If you have questions about your Supplemental Unemployment Benefit Plan, you should contact the Board of Trustees in care of the Fund Office.

STATEMENT OF ERISA RIGHTS

As a participant in the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Plan (Residential and Light Commercial Journeymen), 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 Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and 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 insurance contracts and 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 SUB benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a SUB 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. 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. The web site address for the Employee Benefits Security Administration of the Department of Labor is <http://www.dol.gov/ebsa>.

IMPORTANT REMINDER: THERE IS NO VESTING OF BENEFITS UNDER THIS PLAN.

No Employee, former Employee, retired Employee or beneficiary, or any person claiming by or through any such person, will 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 will have been specifically granted pursuant to the terms of the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Plan (Residential and Light Commercial Journeymen). Also, all benefit provisions of the Plan are subject to the Board of Trustees' authority under the Trust Agreement to change them. The Board of Trustees has the authority to increase, decrease, change, amend and terminate benefits, Credits, eligibility rules and any other provision of the Plan as it may determine to be in the best interests of the Plan participants. All of the following information is based on the terms of the Plan as it is as of the date of this Summary Plan Description. It is a condition of every term and every provision that follows that the Board of Trustees has the right to make any of the changes set out in that term and provision.

SUMMARY PLAN DESCRIPTION

Who is eligible to participate in this Plan?

Any Employee who is employed by an employer who is bound by a Residential and Light Commercial collective bargaining agreement with Sheet Metal Workers' Local Union No. 80 to contribute to this Fund and whose work falls within the trade jurisdiction of that agreement (other than an individual performing work under a Building Tradesmen

Collective Bargaining Agreement requiring contributions to the Fund at the rates applicable to Building Tradesmen workers) is eligible to participate in this Plan. The term "Employee" also means any full-time, regular employee of the Union to the extent that the Union is acting in a capacity of an Employer and is required by a Participation Agreement to contribute to the Fund. The term "Employee" does not include any shareholders, partners, self-employed persons, or anyone with a direct or indirect financial interest in an Employer and such persons are hereby expressly excluded from receiving the benefits provided hereunder. Before you are eligible to receive benefits, even if you met the criteria above, you must achieve initial eligibility, which is described in the next question. You cannot participate in the Plan after you have received a Severance Benefit from the Plan (see page S-23 of this Summary).

How do I become initially eligible to receive benefits?

If you are eligible to participate in this Plan (see above) you become initially eligible to receive benefits upon earning 24 Credits within a period of 24 consecutive months, unless you are an apprentice, in which case you become initially eligible to receive benefits upon earning 24 Credits within a period of 48 consecutive months or less. Your benefit year will then commence on the first day of the month following your attainment of initial eligibility. Your first benefit year will run from that date until the following December 31, and your regular benefit year will commence on the next January 1. The Fund's Benefit Year runs from January 1 to December 31.

What are "Credits"?

For each work month for which the Fund receives employer contributions on your behalf for at least 40 hours of work, you will be credited with one Credit, and for each work month for which the Fund receives employer contributions on your behalf for at least 80 hours of work, you will be credited with two Credits. No more than two Credits can be earned per month. The maximum number of Credits that can be accumulated by a participant is 39. When benefits are paid to

you from the Fund, one Credit will be canceled for each week of benefits you are paid.

A current balance of Credits is maintained by the Fund Office for each Participant by adding Credits he accrues (subject to the 39 Credit maximum accumulation rule) and subtracting Credits used by him by payment of benefits, or otherwise as set out below.

Can I lose my Credits?

Yes. If no employer contributions are received by the Fund on your behalf for a period of 24 consecutive months or more, your Credits will be canceled. Also, if you make a false statement or omit an important fact in an application for benefits, the Board of Trustees has the option of cancelling your accumulated Credits and excluding you from the right to accrue future Credits.

If you have exhausted all of your Credits **only** by receiving benefits (and you have not suffered a cancellation of Credits because employer contributions were not received by the Fund on your behalf for 24 consecutive months or more or because of your submitting false information or omitting important facts), you will immediately re-qualify for benefits upon earning an additional Credit, except that once you receive a Severance Benefit, you can never accrue additional Credits.

If you suffer a loss of Credits for reasons **other** than by receiving benefits (except for cancellation due to your submitting false information or omitting important facts), you can re-qualify for benefits by accumulating 12 Credits in any period of 12 consecutive months and you shall be subject to a new Benefit Year the same as a new employee (see "How do I become initially eligible?" on page S-11 of this Summary), with the exception that once you receive a Severance Benefit, you can never accrue additional Credits.

No Credits will be canceled for any period during which contributions are not received because of:

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In case of conflict, The Plan, and not this Summary, will govern

- (a) Your injury or illness that is covered by Workers' Compensation Law;
- (b) Your illness, which has been reported and certified to the Board of Trustees;
- (c) Your service in the Armed Forces;
- (d) Your employment by the Local Union No. 80 or by the Sheet Metal Workers International Association;
- (e) Your performing work outside the geographical jurisdiction of Local Union No. 80 while in the employ of an Employer who is a party to a Collective Bargaining Agreement with a local union affiliated with the Sheet Metal Workers International Association or with that Association directly;
- (f) For up to 24 consecutive months only, your performing tasks for an Employer who is a party to a collective bargaining agreement with the Union where these tasks are not included in the work jurisdiction of the Union. This subsection (f) has the effect of extending the 24 month period during which no contributions are received (after which Credits are cancelled) to a possible maximum of 48 months where the conditions set out herein are met; or
- (g) When there are at least 150 workers registered on the Union's Out-of-Work List and you are registered on the Union's Out-of-Work List, your performing work out of the jurisdiction of the Union and contributions are being received on your behalf via reciprocity transfer by either the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund or the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund.

Finally, as stated above, the Board of Trustees has the authority to increase, decrease, change, amend and terminate benefits, Credits, eligibility rules and any other provision of the Plan as it may determine to be in the best interests of the Plan participants.

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In case of conflict, The Plan, and not this Summary, will govern

When will I be eligible for benefits?

In order to be eligible to receive weekly benefits you must meet the requirements for initial eligibility (see above) and, for any week during which you perform no work, meet the requirements of (a), (b), (c), (d), (e), or (f) below:

- a. you are unemployed by reason of a layoff, receiving State of Michigan Unemployment Benefits, available for work within the jurisdiction of Local Union No. 80 and registered on the Union's Out-of-Work List. If you provide written notice to Local Union No. 80, on a form provided by the Fund, that you are temporarily leaving Michigan to look for work, and if while you are gone you continue to file "courtesy claims" as required to continue your State Unemployment Benefits and if you are not contacted by Local Union No. 80 or a contributing employer to return to work, you will not be considered unavailable for work for up to four weeks. You must return and be ready for work within Local Union No. 80's geographical jurisdiction within 72 hours upon request or you will not have been considered available for work.
- b. you are receiving Weekly Workers' Compensation Benefits as a result of an occupational injury or illness suffered while working for a contributing employer.
- c. you are receiving weekly disability benefits from the Sheet Metal Workers' Local Union No. 80 Insurance Fund, or would be eligible to receive them from that Fund if you had not exhausted those benefits or the Insurance Fund did not exclude benefits for treatment of injuries sustained in or complications resulting from motor vehicle accidents. If you work for an employer that does not participate in the Insurance Fund, and you are receiving sickness and accident benefits from such employer, you are also eligible to receive weekly benefits under the Plan on this basis.
- d. you are called for and serve jury duty for three or more days in the State of Michigan.

- e. you are a member of the U.S. Military Reserve or National Guard and because of such membership, you miss work because you are required to attend summer camp or a similar activity, or are called to active duty.
- f. you have lost at least three days of consecutive work and pay because of the death of your legal spouse, child, parent or sibling or your legal spouse's parent. Only one weekly benefit is payable based on any incidence of bereavement.

To be eligible to receive benefits under the Plan, you must be unemployed for at least three working days during the week of your employment. When we refer to a "week," we mean a consecutive seven day period running from a Sunday through the following Saturday.

Weekly benefit payments from this Fund are not payable if you are receiving benefits from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund.

If you meet all of the other requirements of (a) above, except that you are not receiving State Unemployment Benefits, you may receive weekly benefits from the Fund only if at least one of the following applies to you:

- a. You have exhausted or failed to re-qualify for a State Unemployment Benefit;
- b. You are working or continue to work at part-time employment for a non-contributing employer, which employment you held prior to your layoff by your Employer;
- c. You worked two days or less for an Employer during a regular work week (Monday through Friday), or you have earned not more than the product of 16 hours multiplied by your applicable hourly wage rate during a Week of Unemployment;
- d. You are unemployed because either Local Union No.

80 or your employer has abrogated (rejected) the collective bargaining agreement, provided you have stopped working for this employer within a reasonable period of time after the abrogation as determined by the Board of Trustees, and further you are registered on the Union's Out-of-Work List and are available for work, as described above.

- e. Your Employer was unable or failed to obtain elective coverage under the Michigan Employment Security Agency ("M.E.S.A.") Act.
- f. You are indentured to and a participant in the Local Union No. 80 Apprenticeship Program and you are offered work that the Apprenticeship Fund does not approve.
- g. You are ineligible for a State Benefit based solely upon your receipt of Social Security Disability Benefits where you are working under an agreement with Social Security for rehabilitative purposes, and you have been laid off by your Employer.

Again, as noted above, weekly benefits from this Fund are not payable if you are receiving benefits from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund. However, you can receive a Severance Benefit (described below) if you are receiving benefits from the Pension Fund.

If there is a strike or work stoppage, you will not receive benefits unless you were receiving them for reasons other than being laid-off and continue to qualify for that reason.

How do I apply for benefits if I am laid off?

There are two major steps: (1) registering at the Union Hall immediately after lay-off, and (2) claiming your benefit payment as soon as you receive your unemployment benefit from the State. **You have a very short time in which to take these steps!**

Within seven days from the day you first become unemployed because of a layoff, you must go to the offices of Local Union No. 80 and sign the Out-Of-Work List. At that time, you must complete an application form, which will be furnished to you at the Local, and attach a termination slip from your former employer to that application.

A Fund Representative delivers the application for benefits to the Fund Office by Friday. The Fund Office then checks your eligibility for any S.U.B. based on your accrued Credits. If you are found to be eligible, you will be entitled to receive a S.U.B. payment **after** you have received your M.E.S.A. benefit payment. The M.E.S.A. check copy (or in the case of a M.E.S.A. benefit payment issued in a form other than a check, proof from the Internet of such payment) determines your current eligibility to receive a S.U.B. payment.

You must claim your S.U.B. payment no later than 21 days from the date of the M.E.S.A. check (or in the case of a M.E.S.A. benefit payment issued in a form other than a check, within 21 days of the date of availability of proof on the Internet of such payment). The date of issue on the M.E.S.A. benefit payment (check or otherwise) is the basis of determination. Unclaimed S.U.B. payments are voided the first week of each month.

All S.U.B. payments for layoff are paid by direct deposit into the bank or credit union account you designate in writing on your application. However, upon request, the Board of Trustees may approve the issuance of a paper check to you if you can show that payment by direct deposit would cause an unusual hardship to you.

You must re-register quarterly on the Out-of-Work List in order to continue to receive S.U.B. payments. You will not receive a S.U.B. payment if you are not on the Out-of-Work List. Failure to accept employment automatically disqualifies you from receiving further S.U.B. payments.

Your first benefit payment will cover the first full week (which runs from a Sunday through the following Saturday)

of your unemployment but will not be paid for **any** week **prior** to the date you submit your application, so you should **NOT DELAY** filing your application if and when you are laid off.

What if the State contests my right to receive M.E.S.A benefits?

If the State contests your application for M.E.S.A. benefits, the Board of Trustees allows as substitute proof an affidavit, prepared by the Fund and sworn and signed by you before a Fund Office or Union employee. In that affidavit, you will be required under oath to affirm your pending receipt of M.E.S.A. benefits and to acknowledge your legal liability to repay the Fund any benefit you receive from the Fund based on such affidavit should you either not receive a M.E.S.A. benefit payment for the Week of Unemployment for which the benefit was paid or should you fail to provide a copy of the M.E.S.A. check within 21 days of the date of the check (or in the case of a M.E.S.A. benefit payment issued in a form other than a check, within 21 days of the date of availability of proof on the Internet of such payment). Upon receipt of such affidavit, the Fund will pay you if you are otherwise eligible only **one** weekly benefit.

As indicated above, if you receive a weekly benefit on the basis of the affidavit described herein, you are required to present a copy of your M.E.S.A. check no later than 21 days after the date of the M.E.S.A. check (or in the case of a M.E.S.A. payment issued in a form other than a check, within 21 days of the date of availability of proof on the Internet of such payment).

How do I apply for benefits if I am receiving Workers' Compensation Benefits, if I am disabled, if I am on jury duty, suffer from bereavement, or if I miss work because of duties related to my service in the Reserves or National Guard?

In the event you are disabled because of occupational sickness or injury for which you are receiving Workers' Compensation Benefits, you should, ***within 20 days of***

your last day of work, contact the Fund Office located at 700 Tower Drive, Suite 300, Troy, Michigan 48098-2808, (Mailing address) P.O. Box 1408, Troy, Michigan 48099-1408, Telephone (248) 641-4980, Fax (248) 813-9898. You will be sent a claim application form that must be completed by you, the claimant, by your attending physician and by your employer. The application form must be returned to the Fund Office along with a photocopy of your Workers' Compensation Benefit check or the check stub.

If you are disabled because of a non-occupational sickness or injury and you are eligible to receive or you are receiving weekly disability benefits from the Sheet Metal Workers' Local Union No. 80 Insurance Fund (or you would be eligible to receive such benefits if you had not exhausted those benefits or the Insurance Fund did not exclude benefits for treatment of injuries sustained in or complications resulting from motor vehicle accidents), your insurance claim form will also be used for payment of benefits from this Plan. If you are receiving sickness and accident benefits from your employer that does not participate in the Insurance Fund, or you are not eligible for weekly disability benefits from the Insurance Fund because you exhausted those benefits or you were injured as a result of a motor vehicle accident, you must present similar proof. Your application is due ***within 20 days of your last day of work***.

If you have served on a jury in the State of Michigan for at least three consecutive days, you must file for benefits within seven days of your last day of work, and you must provide a copy of your "Notice to Appear for Jury Duty." Proof of payment to you of jury duty fees will be used in determining your eligibility for benefits and payment of benefits.

If you are a member of a U.S. Military Reserve or National Guard Unit and you are obligated to attend summer camp or participate in a similar activity, you must file for benefits ***within twenty days of your last day of work*** and provide the Fund Office with written proof of your attendance in a U.S. Military Reserve or National Guard Unit requiring loss of time from your employment. If you are called to active duty, you must

provide copies to the Fund of your call-up orders and proof of compensation received from the Armed Services identifying you and the weeks of unemployment.

If you lost work as a result of bereavement (when your legal spouse, child, parent or sibling or your legal spouse's parent has died), you must file for benefits ***within fifteen days following the date of death*** and provide the Fund Office with a copy of a dated death notice published in a newspaper or other proof of death which includes reference to you or your legal spouse and the relationship to the deceased and a note from your then-current employer verifying dates on which work was missed without pay.

In the event you are entitled to benefits for any of these reasons, you should contact the Fund Office located at 700 Tower Drive, Suite 300, Troy, Michigan 48098-2808, (mailing address) P.O. Box 1408, Troy, Michigan 48099-1408, Telephone (248) 641-4980, Fax (248) 813-9898. Upon request, you will be sent a claim application form that you should complete and return to the Fund Office along with the proofs outlined above. If for any reason, you do not have the required proof as outlined above, please notify the Fund Office for assistance.

All benefit payments related to weekly Workers' Compensation benefits, disability, jury duty, bereavement, or service in the Reserves or National Guard are paid by direct deposit into the bank or credit union account you designate in writing on your application. However, upon request, the Board of Trustees may approve the issuance of a paper check to you if you can show that payment by direct deposit would cause an unusual hardship to you.

How is my availability for work determined?

To determine if you are "available for work," the Board of Trustees relies on your registration for work on the Out-of-Work List maintained by Local Union No. 80. If you become unemployed because of layoff, you must register for employment at the Local in order to receive benefits from the Fund.

If you are receiving benefits from the Sheet Metal Workers' Local Union No. 80 Pension Fund, you will not be considered "available for work." Also, while you are on vacation, hunting, working in another jurisdiction (except as specifically provided on page S-16 above), or otherwise out of town, you are not considered "available for work." If you are out of work and work is available in the jurisdiction of Local Union No. 80, you must accept this work if you are capable and qualified to perform the work, or you will be ineligible for benefits under the Plan.

How much are the benefits?

The normal weekly benefit currently payable from the Fund is \$85.00 for all benefits, except for benefits based on an occupational injury or illness suffered while working for a contributing employer or based on receipt of weekly disability benefits from the Sheet Metal Workers' Local Union No. 80 Insurance Fund, or your eligibility to receive them from that Fund if it did not exclude benefits for treatment of injuries sustained in or complications resulting from motor vehicle accidents (or if you are receiving such benefits from your employer which does not participate in the Insurance Fund), which are \$103.00 per week. In its sole and exclusive discretion, the Board of Trustees may increase or decrease this rate from time to time.

Receipt of a benefit under this Plan during a week of unemployment does not have any effect upon your eligibility for a State Unemployment Benefit for that week.

How are benefits issued?

All benefit payments (except for Severance Benefits, discussed below) are paid by direct deposit into the bank or credit union account you designate in writing on your application. However, upon request, the Board of Trustees may approve the issuance of a paper check to you if you can show that payment by direct deposit would cause an unusual hardship to you, which paper check shall be delivered by mail to the address on the application.

How long can I receive benefits?

Assuming that you continue to meet **all** of the eligibility requirements set out above, the duration of your weekly benefit payments is determined by the number of Credits in your account, which can never exceed 39 (subject to the Board of Trustees' right to change or terminate the benefit rules). One Credit will be canceled for each week of benefits you receive. No matter how many of the eligibility requirements you meet, you can never receive more than one check for any week or partial week of unemployment. Also, only one weekly benefit is payable based on a single incidence of bereavement.

What happens when I return to work?

Your last check from M.E.S.A. will be received after you have returned to work; therefore, you should notify the Union Hall that you have returned to work. Your M.E.S.A. claimant payment stub/Internet proof and explanation should be submitted to the Union Hall and upon receipt of the M.E.S.A. claimant payment stub/Internet proof and explanation, your final S.U.B. payment will be made.

What is a Severance Benefit?

If you have participated in the Plan for 10 or more consecutive Benefit Years (defined below), have reached age 55, have terminated your employment for any reason and have permanently severed your relationship with the sheet metal industry, you may be eligible for a Severance Benefit which is a single sum **(one-time)** payment in the amount described below which terminates your participation in the Plan.

If you have been totally and permanently disabled for at least six consecutive months, you may be eligible to receive a Severance Benefit if you meet all the criteria listed above, except that you have not reached age 55.

You must apply to the Fund Office for your Severance Benefit within 24 months of your termination of work in the industry, because after 24 months, if no

contributions are received on your behalf, your Credits will be canceled and you will lose your opportunity for a Severance Benefit!

A Severance Benefit will be paid only once in a participant's lifetime. After you receive a Severance Benefit, you will **never** re-qualify for any weekly benefits again even if you return to work for a covered employer in covered work. Also, you can never re-qualify for a second Severance Benefit.

How much will my Severance Benefit be?

Your Severance Benefit will equal the total number of remaining Credits in your account, multiplied by the regular unemployment benefit rate (not the rate for benefits based on injury or illness) in effect on the date your application for the Severance Benefit is received in the Fund Office, which is currently \$85.00. When you apply for a Severance Benefit, that rate may be higher or lower, in the sole and exclusive discretion of the Board of Trustees to amend the Plan.

What is a Benefit Year?

A Benefit Year, for the purpose of determining whether you are eligible for a Severance Benefit, is a consecutive 12-month period running from January 1 to December 31 in which a person is a participant under the Plan. See above for the rules regarding the determination of a Benefit Year for you if you are accumulating Credits toward your initial eligibility.

If you have Benefit Years accrued under the Plan for Building Tradesmen, these shall be recognized and counted solely for the purpose of determining whether you meet the requirement of having participated in this Plan for ten or more consecutive Benefit Years. Under no circumstances will more than one Benefit Year be recognized or counted for any calendar year. An Participant whose eligibility is based on Benefit Years in both this Plan and the Plan for Building Tradesmen shall receive a Severance Benefit from each Plan based on the total number of unused Credits remaining in his

Credit account in that Plan on the date of his application for the Severance Benefit, multiplied by that Plan's benefit rate.

How is the Plan financed?

The Plan is financed through employer contributions based on hours of covered work performed for the employers by their employees, and any income earned by the Fund through investments, less the costs to administer the Plan.

Who administers the Plan?

The Plan is administered by its Board of Trustees, which has hired the firm of BeneSys, Inc. to run the Plan on a day-to-day basis. The address and phone number of the Fund Office appear on page S-7 of this booklet.

One word of caution: **no one – not Union officials, employers or individual Trustees - has the authority to speak for the Board of Trustees regarding the rules or benefits of the Fund, except the full Board of Trustees.**

How do I appeal a denial of my claim for benefits?

If your claim is denied by the Fund Office, the denial and the reasons for that denial will be communicated to you via first class mail. Where appropriate, this notification of denial shall inform you of any statements, documents, papers or information that, if you submitted them to the Fund, may alter the result.

This notification of denial will also inform your of your right to appeal the denial by submitting a written request for review within *60 days* of the denial of a claim for benefits (or within *180 days* of a denial of a claim for benefits based on an occupational injury or illness suffered while working for a contributing employer or based on receipt of sickness and accident benefits from the Sheet Metal Workers' Local Union No. 80 Insurance Fund, or your eligibility to receive them from that Fund if it did not exclude benefits for treatment of injuries sustained in or complications resulting from motor vehicle accidents.)

Such appeal must be addressed to the Board of Trustees at the Fund office, and should include any information that you believe will enable the Board to arrive at a favorable decision on your claim. If you wish, you may have a representative file your appeal.

Your or your representative will have the opportunity to review pertinent documents and other information relevant to the claim free of charge upon submission of a written request to the Board of Trustees. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is “relevant” is determined in accordance with ERISA Regulation ‘2560.503-1(m)(8), 29 CFR 2560.503-1(m)(8).

Your or your representative may submit issues, comments, additional legal arguments and new information in writing to the Board of Trustees for their consideration in the appeal. The review of the appeal will take into account all materials and information received before the review and decision on the appeal, whether or not that information was previously submitted or considered by the Fund office in the initial determination on the claim.

The Board of Trustees (or a committee appointed by the Board and authorized to act on behalf of the full Board) will review the claim on appeal “de novo” (meaning “anew” and not with deference to the earlier decision) and it will review the additional materials and information submitted, if any. The review will occur at the Board of Trustees’ first regularly scheduled meeting following receipt of the appeal, unless the appeal is filed less than 30 days prior to such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board of Trustees requires additional time to review the appeal, your or your representative will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefor in writing within 5 days after it makes its decision on the appeal.

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In case of conflict, The Plan, and not this Summary, will govern

The Board of Trustees generally does not permit persons submitting appeals to attend its meetings. However, when, and if, in the opinion of the Board of Trustees, or a committee of Trustees, a personal appearance by you or your representative before the Board would afford it with an opportunity to clarify the facts involved and to render its final decision, the Board shall extend an invitation to the you or your representative to appear before it. Any decision rendered by the Board of Trustees or its authorized agent after compliance with the foregoing appeal procedures shall be final and binding upon all parties concerned.

Is there a time limit for bringing a lawsuit against the Plan?

Yes. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within *three years* after the right of action accrues, unless a shorter period is established by applicable statute, regulation or case law.

MISCELLANEOUS PROVISIONS AND INFORMATION

THERE IS NO VESTING OF BENEFITS. No Employee, former Employee, retired Employee or beneficiary, or any person claiming by or through any such person, will 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 will have been specifically granted pursuant to the terms of the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Plan (Residential and Light Commercial Journeymen). Also, all benefit provisions of the Plan are subject to the Board of Trustees' authority under the Trust Agreement to change them. The Board of Trustees has the authority to increase, decrease, change, amend and terminate benefits, eligibility rules and any other provision of the Plan as it may determine to be in the best interests of the Plan participants.

If any benefit payment made by the Board of Trustees out of the Trust Fund is unclaimed for a period of two (2)

years, it will revert to and become part of the Trust Fund, free from any claim therefor.

Trustee Action and Authority

All action by the Board of Trustees shall be by majority decision, as provided in the Fund's Agreement and Declaration of Trust.

The Board of Trustees has the sole and exclusive authority to interpret and apply the rules of this Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board. Decisions of the Board of Trustees or, where Trustee responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with this Plan or claiming a benefit under this Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, it is the intent of this Plan that such decision is to be upheld unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

Misstatement in Application for Benefits

If any person in his application for any benefit from the Fund, or in response to any request by the Board of Trustees for information, makes any statement which is erroneous or omits any material fact or fails before receiving his/her first payment to correct any information s/he previously incorrectly furnished to the Board of Trustees, any benefits will be adjusted on the basis of the true facts, and the amount of any overpayment made to such people will be deducted from the subsequent payments or refunded directly by the Participant. In its discretion, the Board of Trustees may also cancel up to all of the remaining Credits in a Participant's account if a material omission or misstatement is fraudulently made by such Participant.

Benefits Paid in Error

If it is determined that any benefit paid under the Plan should not have been paid for any reason, the amount of the

overpayment must be returned to the Fund by the Participant. If an Participant fails to make the repayment after requested to do so, the Participant will be disqualified from receiving any further or future benefits or acquiring or accumulating any Credits for payment until the repayment has been completed. The Board may authorize legal action against such Participant at its discretion, in lieu of or in addition to this right to offset benefits, until the Fund has recovered the amount owed in full, plus any legal fees and costs incurred.

Right to Amend

The Board of Trustees may amend any or all provisions of the Plan at any time, without obtaining the approval or consent of any participating Employer or Participant, as set out in the Plan.

Right to Terminate

The Board of Trustees by unanimous action, may terminate the Plan at any time, subject to the conditions for termination set out in the Plan.

Allocation of Assets on Complete or Partial Termination of the Plan

Notwithstanding any other provision of the Plan or Trust, if the Plan is completely or partially terminated, the Board of Trustees, after reserving an amount from the Fund sufficient to pay expenses and charges, shall allocate the assets of the Fund for the sole benefit of the Participants in such a manner as they deem appropriate in their exclusive discretion.

SOCIAL SECURITY NUMBER PRIVACY POLICY

Effective Date: January 1, 2006.

The Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund is required by Michigan law to make sure that your Social Security number and the Social Security numbers of your family members are kept private as set forth in that law.

The law permits the Fund to use Social Security numbers to verify your identity and the identities of your family members and to perform other functions related to providing benefits under the Fund's Plan. Therefore, the Fund may require Social Security numbers on application and tax forms. When your employer pays contributions on your behalf, the law permits your employer to provide the Fund with your Social Security number so that the Fund may determine your eligibility status. The law also permits the Fund to use Social Security numbers when authorized or required to do so by State or Federal statute, by court order, or pursuant to legal discovery or process. The Fund will ensure to the extent practicable the confidentiality of those Social Security numbers.

In order to protect your privacy and in compliance with the law, the Fund's third-party administrator, BeneSys, Inc. (BeneSys), will use alternate identification numbers wherever feasible. BeneSys does not print Social Security numbers on the exterior of any envelope or package sent through the mail or in a manner that can be seen from the exterior of such envelope or package. The Fund's website is secure and permits participants to access information through use of a password other than their Social Security number.

Only employees of BeneSys and agents and employees and agents other Fund service providers may access the Social Security numbers of Fund participants and family members and only as necessary to provide services to the Fund. BeneSys uses practical means to limit access to written and electronic records in its possession that contain Social Security numbers to those employees and agents whose job duties require such access, such as securing areas where Social Security number information is located when not in use and requiring the use of passwords for access to electronic files containing Social Security numbers. BeneSys disposes of documents that contain Social Security numbers that the Fund is not actively using or is not otherwise obligated to retain by shredding and other processes that protect the confidentiality of the Social Security numbers. Employees of BeneSys employees and agents must not disclose Social Security numbers by publicly displaying more than four

sequential digits of a Social Security number or in any other manner prohibited by law.

The Fund notifies all service providers that they must ensure, to the extent practicable, the confidentiality of all Social Security numbers related to Fund participants and their families as required by law. The Fund may take action regarding service providers who fail to protect adequately the confidentiality of those Social Security numbers, including the termination of contracts.

**2013 PLAN
OF THE
SHEET METAL WORKERS' LOCAL UNION NO. 80**

**SUPPLEMENTAL
UNEMPLOYMENT BENEFIT FUND**

(Residential and Light Commercial Journeymen)

(As Amended Through May 1, 2018)

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**2013 PLAN
OF THE
SHEET METAL WORKERS, LOCAL UNION NO. 80
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN
(Residential and Light Commercial Journeymen)**

(As Amended Through May 1, 2018)

The Second Amended and Restated Supplemental Unemployment Benefit Plan was established on the 1st day of June, 1988 by the Board of Trustees of the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund, pursuant to the Supplemental Unemployment Benefit Fund Agreement and Declaration of Trust, executed by and between the Sheet Metal Workers' Local Union No. 80 and the Sheet Metal and Air Conditioning National Association, Metropolitan Detroit Chapter. That Plan was amended seventeen times. The Plan was restated effective June 1, 2013, and has been amended three times. What follows is the Plan incorporating those three amendments, in effect as of May 1, 2018.

**ARTICLE I
DEFINITIONS**

Section 1.1 "Act" means the Michigan Employment Security Act, MCL 421.1, et seq.

Section 1.2 "Association" means the SMACNA Metropolitan Detroit Chapter, Inc.

Section 1.3 "Benefit" means a supplemental unemployment benefit paid to an eligible Employee from the Fund pursuant to this Plan.

Section 1.4 "Benefit Year" means a calendar year commencing on January 1 and ending on the following December 31.

Section 1.5 "Employee" means:

- (a) any person engaged by one or more Employers to perform tasks coming under a Residential and Light Commercial collective bargaining agreement; and
- (b) any person who is an employee of the Union, or any board of trustees, committee or other agency established through collective bargaining by the Union and the Association to administer or be responsible for fringe benefit funds, educational or other programs, to the extent that contributions in an amount determined by the Board of Trustees are paid on his behalf by the Union or the board of trustees, committee or other agency pursuant to a Supplemental Unemployment Benefit Agreement.

“Employee” shall not include any shareholders, partners, self-employed persons, or anyone with a direct or indirect financial interest in an Employer and such persons are hereby expressly excluded from receiving Benefits hereunder.

Section 1.6 “Employer” means:

- (a) Any member of the Association and any other individual, partnership, corporation or other business entity engaged in work using or employing the services of individuals performing tasks coming within the trade jurisdiction of the Union and which has a Supplemental Unemployment Benefit Agreement in effect;
- (b) the Union to the extent, and solely to the extent, that it acts as an Employer of Employees in whose behalf it makes contributions to the Fund;
- (c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union and the Association, solely for the purpose of making contributions on Employees of the board of trustees, committee or other agency.

Section 1.7 "Fund" or "Trust Fund" means the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund.

Section 1.8 "Funding Percentage Ratio" means the percentage derived from the ratio that total Fund assets (as that total is determined by the Fund's auditor as of the close of each Plan Year) bear to the total dollar value of Participant benefits (determined as of the close of the same Plan Year, calculated by multiplying the benefit rate then in effect by all accumulated, non-cancelled Participant credits).

Section 1.9 "MESCC" means the Michigan Employment Security Commission.

Section 1.10 "Plan" means this Supplemental Unemployment Benefit Plan, and any amendments that may hereafter be adopted.

Section 1.11 "Plan Year" means a period commencing on June 1 and ending on May 31.

Section 1.12 "State Benefit" means an unemployment compensation benefit payable to an Employee for a Week of Unemployment under the Act.

Section 1.13 "Supplemental Unemployment Benefit Agreement" means any Residential and Light Commercial collective bargaining agreement or article thereof or other agreement which provides for Employer contributions to the Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made.

Section 1.14 "Trustees" means any persons designated as Trustees pursuant to the terms of the Trust Agreement, or their successors.

Section 1.15 "Union" means the Sheet Metal Workers' Local Union No. 80.

Section 1.16 "Week of Unemployment" means Sunday through Saturday, or such other periods as may be subsequently established by the Act.

ARTICLE II **ELIGIBILITY**

Section 2.1 Participation Eligibility. Any Employee on whose behalf contributions are required to be made to the Fund shall be eligible to participate herein.

Section 2.2 Benefit Eligibility. An Employee shall be eligible to receive Benefits, upon satisfying all eligibility, application and other requirements of this Plan, to the extent that he has credits remaining in his account for any Week of Unemployment during which he performs no work for at least three days, after initially earning sufficient credits as set forth in Section 3.3 hereof, and satisfies any one of the following

- (a) The Employee has been laid off by an Employer, is receiving a State Benefit, is available for work within the geographical jurisdiction of the Union and is registered on the Union's Out-of-Work List; provided, however, that an Employee who is registered on the Out-of-Work List and who submits, on a form provided by the Fund, prior written notice to the Union that he is temporarily leaving the State of Michigan in search of work, and who while out of the state files such "courtesy claims" as may be required to continue his State Benefit, and who is not contacted by the Union or an Employer to return to work, shall not, for a period of up to four weeks be considered unavailable for work; and further provided that any such Employee must return to the Union's geographical jurisdiction and be ready for work no later than 72 hours following the Union's request for his return;
- (b) The Employee is receiving workers compensation payments as a result of an occupational injury or illness suffered while working for an Employer,

provided he has complied with the terms and conditions of Section 3.2(c);

- (c) The Employee is eligible to receive or is receiving sickness and accident benefits from the Sheet Metal Workers' Local Union No. 80 Insurance Fund (or would be eligible to receive sickness and accident benefits from that Fund if he had not exhausted those benefits or that Fund did not exclude benefits for treatment of injuries sustained in or complications resulting from motor vehicle accidents or if the sickness and accident benefits received by the Sheet Metal Workers; Local Union No. 80 Insurance Fund) or is receiving sickness and accident benefits from an Employer which does not participate in the Insurance Fund;
- (d) The Employee is serving on a jury in the State of Michigan; provided that the Employee serve and lose at least three consecutive days of work and pay due to that jury duty;
- (e) The Employee is a member of the U.S. Military Reserve or National Guard Unit and, as an obligation of such membership, is attending summer camp or participating in a similar activity, or is called to active duty;
- (f) The Employee's legal spouse, child, parent or sibling or the Employee's legal spouse's parent has died; provided that the Employee has lost at least three consecutive days of work and pay due to that bereavement and completes and submits an application on a form prepared and supplied by the Board of Trustees, to be accompanied by a copy of a dated death notice published in a newspaper or other proof of death which includes reference to the Employee or the Employee's legal spouse and his/her relationship to the deceased and a note from the Employee's then-current Employer verifying dates on which work was missed. No more

than one Benefit is payable based on eligibility pursuant to this Section 2.2(f) for any incidence of bereavement, irrespective of whether the days of lost work and wages occurred in more than one calendar week or Week of Unemployment.

For purposes of subsection 2.2(a), an Employee shall be deemed available for work only if he is registered on the Union's Out-of-Work List and reports for work to an Employer when requested to do so. The Board of Trustees may establish such policies and procedures as it deems necessary to determine if an Employee is available for work.

Section 2.3 Benefit Eligibility When No State Benefits Are Paid. The Board of Trustees may authorize the payment of Benefits to an Employee who otherwise satisfies all the requirements of Section 2.2(a) but is denied State Benefits only if:

- (a) The Employee has exhausted or has failed to requalify for his State Benefits;
- (b) The Employee is working or continues to work at part-time employment for a noncontributing employer, which employment the Employee held prior to his layoff by an Employer;
- (c) The Employee worked two days or less for an Employer during a regular week (Monday through Friday), or the Employee has earned not more than the product of 16 hours multiplied by his applicable hourly wage rate during a Week of Unemployment;
- (d) The Employee is unemployed as a result of either the Union's or his Employer's abrogation of the Collective Bargaining Agreement, provided the Employee has ceased working for the Employer within a reasonable period of time (as determined by the Board of Trustees) after abrogation, and further provided that he is registered on the Union's

Out-of-Work List and is available for work within the meaning of Section 2.2(a) above.

- (e) The Employee's Employer was unable or failed to obtain elective coverage under the Act.
- (f) The Employee is indentured to and a participant of the union Apprenticeship Program and is offered employment of which the Apprenticeship Fund does not approve; or
- (g) The Employee is ineligible for a State Benefit based solely upon his receipt of Social Security Disability Benefits where the Employee is working under an agreement with Social Security for rehabilitative purposes, and has been laid off by his Employer.

Section 2.4 Retired Employee. An Employee shall not be eligible to receive a Benefit if, at any time after June 1, 1965, he is receiving benefits from the Sheet Metal Workers' Local Union No. 80 Pension Fund. An Employee shall, however, be able to receive the Severance Benefit described in Section 3.9 notwithstanding his receipt of such pension benefits.

Section 2.5 Strike. In the event of a strike or labor stoppage, no Employee shall be entitled to a Benefit unless he has previously been approved under either Section 2.2 (b), (c), or (d) and thereafter continues to be eligible therefor.

Section 2.6 Appeal. If a claim for Benefits is denied by the Fund, the denial and the reasons therefor shall be communicated to the claimant via first class mail. Where appropriate, such notification of denial shall inform the claimant of any statements, documents, papers or information, which, if submitted to the Fund, may alter the result.

The notification of denial shall also inform the denied claimant of his or her right to appeal the denial by submitting a written request for review within 60 days of a denial of a claim for benefits (or within 180 days of a denial of a claim for benefits under Article II, Section 2.2(b) and 2.2(c). Such

appeal shall be addressed to the Board of Trustees at the Fund's office, and include any information that the claimant believes will enable the Board of Trustees to arrive at a favorable decision on his claim.

The claimant, or his representative, will have the opportunity to review pertinent documents and other information relevant to the claim free of charge upon submission of a written request to the Board of Trustees. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is "relevant" is determined in accordance with ERISA Regulation '2560.503-1(m)(8), 29 CFR 2560.503-1(m)(8).

The claimant, or his representative, may submit issues, comments, additional legal arguments and new information in writing to the Board of Trustees for its consideration in the appeal. The review of the appeal will take into account all materials and information received before the review and decision on the appeal, whether or not that information was previously submitted or considered by the Fund's office in the initial determination on the claim.

The Board of Trustees (or a committee appointed by the Board and authorized to act on behalf of the full Board of Trustees) will review the claim on appeal de novo and it will review the additional materials and information submitted, if any. The review will occur at the Board of Trustees' first regularly scheduled meeting following receipt of the appeal, unless the appeal is filed less than 30 days prior to such meeting. In that case, it will be reviewed at the subsequent Board of Trustees' meeting. If, due to special circumstances, the Board of Trustees requires additional time to review the appeal, the claimant, or his representative, will be notified in writing of the special circumstances and when a determination will be made. The Board of Trustees will communicate its decision and the reasons therefor in writing within 5 days after it makes its decision on the appeal.

When, and if, in the opinion of the Board of Trustees, or a committee of Trustees, a personal appearance by the

claimant before the Board of Trustees would afford the Board of Trustees with an opportunity to clarify the facts involved and to render its final decision, the Board of Trustees shall extend an invitation to the claimant and/or his personal representative to appear before it. Any decision rendered by the Board of Trustees or its authorized agent after compliance with the foregoing appeal procedures shall be final and binding upon all parties concerned.

ARTICLE III
CREDITS

Section 3.1 Employee Accounts. A credit account shall be maintained by the Fund for each Employee for whom contributions are received.

Section 3.2 Credit Accumulation.

- (a) Each Employee shall earn credits under this Plan based upon the number of hours for which contributions are received on the Employee's behalf during a calendar month, in accordance with the following schedule:

<u>Hours of Contributions</u>	<u>Credits Earned</u>
Less than 40	0
40 to 79	1
80 or more	2

An Employee may not earn more than two (2) credits in any calendar month. The Board of Trustees shall have the discretion to permit the acquisition of credits for an Employee who has performed the requisite hours of work but for which no contributions were paid.

- (b) An Employee shall not earn additional credit during or for any period in which he has 39 credits in his account.
- (c) For purposes of funding Benefits payable pursuant

to Section 2.2(b), Employer contributions shall be remitted to the Fund by the Employee's Employer for whom the hours of service were performed, in accordance with the terms of the Supplemental Unemployment Benefit Agreement and the Policies and Procedures established by the Board of Trustees.

Section 3.3 Minimum Credits Required for Benefits Eligibility.

- (a) Initial Eligibility. Employees shall become initially eligible to receive Benefits under the Plan upon accruing 24 credits within a period of 24 consecutive months, except for Employees who are apprentices, who shall become initially eligible to receive Benefits under the Plan upon accruing 24 credits within a period of 48 consecutive months. However, no benefit year may be established for any new Employee unless the Employee has satisfied the initial eligibility requirement by accumulating 24 credits initially.
- (b) Benefit Year. The Benefit Year for such new Employee will commence on the first day of the month following the accumulation of 24 credits within a period of 24 consecutive months, and for a new Employee who is an apprentice, the Benefit Year will commence on the first day of the month following the accumulation of 24 credits within a period of 48 consecutive months. Such Employee may have a short Benefit Year for the first year; however, his/her regular Benefit Year will commence on the next January 1.
- (c) An Employee who has exhausted all of his credits and has not suffered a cancellation of credits under either Section 3.6 or Section 3.8 or received a Severance Benefit pursuant to Section 3.9 or 3.11 hereof, shall immediately requalify for Benefits upon earning an additional credit, subject to the limitations

set forth in Section 4.2. An Employee who suffers a loss of credits under Section 3.6 or Section 3.8 shall requalify for Benefits by accumulating 12 credits in any period of 12 consecutive months, and shall be subject to a new Benefit Year as established under subsection (b). An Employee whose credits have been cancelled because he has received a Severance Benefit pursuant to Section 3.9 or 3.11 hereof shall never requalify for Benefits under this Plan.

Section 3.4 Credit Account Balance. A current balance of credits shall be maintained for each employee by adding credits accrued, subject to the maximum credit accumulation provided under Section 3.2(b), and subtracting credits cancelled as they are accrued or cancelled.

Section 3.5 Credit Cancellation. One credit shall be cancelled for each Benefit paid to an Employee pursuant to Article II, Section 2.2 or 2.3. The Board of Trustees shall have the authority to cancel part or all of any Employee's accumulated credits upon determining that the Employee misrepresented facts in connection with an application for or receipt of Benefits.

Section 3.6 Loss of Credits. If no contributions are received on behalf of an Employee for 24 consecutive months, all of the credits accumulated in his account shall be cancelled and he shall be required to reestablish his eligibility pursuant to Section 3.3(c). No credits shall be cancelled for any period during which contributions are not received as a result of:

- (a) An Employee's injury or illness compensable under Workers' Compensation laws;
- (b) An Employee's illness that has been reported and certified to the Board of Trustees;
- (c) An Employee's service in the Armed Forces;

- (d) An Employee's employment by the Union or by the Sheet Metal Workers International Association;
- (e) An Employee's performing work outside the geographical jurisdiction of the Union while in the employ of an employer which is a party to a collective bargaining agreement with a local union affiliated with the Sheet Metal Workers International Association or with that Association directly;
- (f) For up to 24 consecutive months only, an Employee's performing tasks for an Employer defined in Article I, Section 1.6(a) where these tasks are not included in the work jurisdiction of the Union. This subsection (f) shall have the effect of extending the 24 month period during which no contributions are received (after which credits are cancelled) to a possible maximum of 48 months where the conditions set out herein are met; or,
- (g) Periods when there are at least one hundred and fifty workers registered on the Union's out of work list, for those Employees who are registered on the Union's out of work list, performing work out of the jurisdiction of the Union, and on whose behalf contributions are being received via reciprocity transfer by either the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund or Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund.

Any Employee whose credits are cancelled and who thereafter has contributions made on his behalf shall have the credits earned by virtue of such contributions added to his credit account in the Benefit Year following the year in which such contributions were made.

Section 3.7 Credit Statements. Upon written request, a statement will be provided to each Employee setting forth the number of credits in his account as of the first day of the Benefit Year. Not more than one such statement shall be provided in any one year, except as required by law.

Section 3.8 Material Misrepresentations. The Board of Trustees may cancel part or all of the accumulated credits of any Employee upon determination that an Employee has committed a material misrepresentation in connection with his application for Benefits.

Section 3.9 Severance Benefit. Irrespective of the eligibility requirements of Section 2.1, effective June 1, 1987, an otherwise-eligible Employee who has participated in this Plan for ten (10) or more consecutive Benefit Years, who has attained age 55, whose employment with an Employer has terminated for any reason, and who has permanently severed his relationship with the sheet metal industry shall be eligible to receive a Severance Benefit, in an amount determined pursuant to Section 3.10, payable in a single lump sum.

For purposes of this Section 3.9 only, Benefit Years accrued by the Employee under the Sheet Metal Workers Local Union No. 80 Supplemental Unemployment Benefit Plan for Building Tradesmen shall be recognized and counted solely for the purpose of determining whether the Employee meets the requirement of having participated in this Plan for ten (10) or more consecutive Benefit Years. Under no circumstances will more than one Benefit Year be recognized or counted for any calendar year. An Employee whose eligibility is based on Benefit Years in both this Plan and the Plan for Building Tradesmen shall receive a Severance Benefit from each Plan based on the total number of unused credits remaining in his credit account in that Plan on the date of his application for the Severance Benefit.

A Severance Benefit shall be paid only once in an Employee's lifetime, and payment thereof shall cancel all credits then accumulated under the Plan. An Employee may never requalify for regular weekly Benefits after he has applied for and received a Severance Benefit and may never become eligible for a second Severance Benefit. The obligation of an Employer to remit contributions to this Fund as required by the Supplemental Unemployment Benefit Agreement based on work performed by an Employee continues in effect

even after the Employee has applied for and received a Severance Benefit.

Section 3.10 Amount of Severance Benefit. The amount of the Severance Benefit shall be equal to 100% of the total number of unused credits remaining in the Employee's credit account multiplied by the rate in effect on the date of application for the Severance Benefit for benefits received under Section 2.2(a).

Section 3.11 Disabled Employees. An Employee who has been totally and permanently disabled from performing work in any occupation for at least six consecutive months may apply for and, to the extent he satisfies all other criteria imposed on eligibility, receive a Severance Benefit, even though he has not yet attained age 55, subject to the provisions of Section 3.9 above.

ARTICLE IV **BENEFITS**

Section 4.1 Amount of Benefit. The maximum weekly Benefit payable under this Plan to an Employee eligible for Benefits under Article II, Sections 2.2(a), (d), (e) or (f) for any Week of Unemployment is Eighty-Five (\$85.00) Dollars. The maximum weekly Benefit payable under this Plan to an Employee eligible for Benefits under Article II, Sections 2.2(b) or (c) for any Week of Unemployment is One Hundred Three (\$103.00) Dollars. Benefits payable under the Plan will be reduced if the Employee's total weekly compensation from all sources exceeds his weekly compensation based on 40 hours of work at his then-prevailing contract wage. The amount of the reduction of Benefits payable in such case shall equal the amount by which the Employee's total weekly compensation from all sources exceeds this amount, up to a 100% reduction in Benefits.

Section 4.2 Maximum Number of Unemployment Benefit Payments. No Employee shall ever receive more than 39 consecutive Benefits. No more than one Benefit shall be paid to any Employee for any one calendar week or

partial week, irrespective of whether an Employee meets the eligibility requirements of more than one provision of Article II, Section 2.2 in one calendar week or partial week, and no more than one Benefit shall be paid pursuant to Article II, Section 2.2(g) for any single incidence of bereavement, irrespective of whether the Employee lost work and wages in more than one calendar week or Week of Unemployment.

Section 4.3 Application for Benefits. An application for Benefits based on Sections 2.2(a) or 2.2(d) must be submitted within one week after the last day of the Employee's employment. An application for Benefits based on Sections 2.2(b), 2.2(c) or 2.2(e) must be submitted within twenty days after the last day of the Employee's employment. An application for Benefits based on Section 2.2(f) must be submitted within fifteen days following the date of death of the Employee's legal spouse, child, parent or sibling or the Employee's legal spouse's parent that resulted in the Employee's loss of work. No Employee shall receive a Benefit based on Sections 2.2(a) or 2.2(d) for any period earlier than the week beginning of the week prior to the week in which a claim is filed. No Employee shall receive a Benefit based on Sections 2.2(b), 2.2(c) or 2.2(e) for any period earlier than twenty days prior to the week in which a claim is filed, unless otherwise determined by the Board of Trustees.

Section 4.4 Proof of Eligibility. Each Employee claiming Benefits pursuant to Article II, Sections 2.2(a), (b), (c) and (d) shall present to the Fund a copy of the State Benefit check, Workers Compensation check, sickness and accident check from the Sheet Metal Workers' Local Union No. 80 Insurance Fund, or jury duty check, as applicable, within twenty-one days of the date of the check (or in the case of a State Benefit issued in a form other than a check, within twenty-one days of the date of availability of proof on the internet of such payment) as a condition of eligibility for Benefits for the Week of Unemployment covered by that check. Each Employee claiming Benefits pursuant to Article II, Section 2.2(c) where the Employee is not receiving sickness and accident benefits from the Insurance Fund because he has exhausted those benefits or his injuries

resulted from a motor vehicle accident, shall present to the Fund a physician's report regarding the extent and duration of the disability, and such other documentation and information as the Board of Trustees may require. Each Employee claiming Benefits pursuant to Article II, Section 2.2(e), who is attending summer camp or participating in a similar activity, shall present to the Fund together with his application for Benefits proof of compensation from the Reserve or National Guard unit that identifies the Employee and the Weeks of Unemployment. Each Employee claiming Benefits pursuant to Article II, Section 2.2(e), who is called to active duty, shall present to the Fund orders calling the Employee to active duty and proof of compensation received from the Armed Services identifying the Employee and the Weeks of Unemployment. Each Employee claiming Benefits pursuant to Article II, Section 2.2(f) shall present to the Fund the materials provided in that Section with his application for Benefits.

In cases of contested eligibility for State Benefits, in lieu of the foregoing, the Board of Trustees will allow as substituted proof an affidavit, prepared by the Fund and sworn and signed by the Employee before a Fund Office or Union employee, in which the Employee affirms his pending receipt of State Benefits and acknowledges his liability to repay the Fund any Benefits paid to him in reliance on such affidavit should the Employee either not receive a State Benefit for the Week of Unemployment for which the Benefit was paid or fail to provide a copy of the State Benefit check within twenty-one days of the date of the check. Upon receipt of such affidavit, the Fund will pay an otherwise eligible Employee no more than one weekly Benefit. Each Employee who receives a Benefit based on the affidavit described herein is required to present a copy of his State Benefit check no later than twenty-one days after the date of the check on the State Benefit.

Section 4.5 Payment of Benefits. Benefits shall be paid at intervals to be determined by the Board of Trustees, but in no event shall any Benefits be paid under this Plan prior to June 1, 1989. All benefits except severance benefits shall be paid by ACH direct deposit into the bank or credit union account designated in writing by the Employee on a form

prepared and supplied by the Fund, unless the Board has expressly approved issuance of a paper check upon request of the Employee due to unusual hardship, which paper check shall be delivered by mail to the address on the application. Severance benefits shall be paid by check.”

Section 4.6 Repayment. If for any reason it is determined that any Benefit paid should not have been paid, the Employee shall promptly return the amount of the overpayment to the Fund. Any failure to make repayment shall disqualify the Employee from receiving any further Benefits until such repayment is completed. The Board of Trustees may elect to offset such overpayments against Benefits which become payable in the future.

Section 4.7 State Benefits Unaffected. An Employee’s receipt of a Benefit during a Week of Unemployment shall not affect his eligibility for a State Benefit for that period.

ARTICLE V **ADMINISTRATION**

Section 5.1 Administration. The Board of Trustees shall designate an independent administrator, and shall select an office for the Fund that is not on the premises of either the Union, an Employer or the Association. The administrator shall act on behalf of the Board of Trustees as it may so authorize him.

Section 5.2 Rule Making. The Board of Trustees shall make such rules and prescribe such procedures for the Plan’s administration as it deems reasonable and necessary, and the Board of Trustees’ decisions in all matters pertaining to Plan administration shall be final.

Section 5.3 Trustee Action and Authority. All action by the Board of Trustees shall be by majority decision, as provided in the Fund’s Agreement and Declaration of Trust.

The Board of Trustees has the sole and exclusive authority to interpret and apply the rules of this Plan, the

Trust and any other rules and regulations, procedures or administrative rules adopted by the Board. Decisions of the Board of Trustees or, where Board responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with this Plan or claiming a benefit under this Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, it is the intent of this Plan that such decision is to be upheld unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

All benefits under this Plan are subject to the Board of Trustees' authority under the Trust Agreement to change them. The Board of Trustees have the authority to increase, decrease, change, amend and terminate benefits, eligibility rules or other provisions of the Plan as it may determine to be in the best interests of the Plan participants.

Section 5.4 Trustee Access to Benefit Information.
Each month, the Board of Trustees shall be furnished with a list of all Employees who have received Benefits and the amounts thereof. It may also access this information at such other intervals as two or more Trustees may request.

Section 5.5 Misstatement in Application for Benefits.
If any person in his application for benefits, or in response to any request by the Board of Trustees for information, makes any statement which is erroneous or omits any material fact or fails before receiving his first payment to correct any information he previously incorrectly furnished to the Board of Trustees, his Benefits shall be adjusted on the basis of the true facts, and the amount of any overpayment made to such person shall be deducted from the subsequent payments or refunded directly by the Employee. In its discretion, the Board of Trustees may also cancel up to all of the remaining credits in a Participant's account if a material omission or misstatement is fraudulently made by such Participant.

Section 5.6 Time Limit for Bringing Action. Any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of

any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed within three years after the right of action therefor accrues, unless a shorter period is established by applicable statute, regulation or case law.

ARTICLE VI **TRUST FUND**

Section 6.1 Receipts. The Fund shall consist of all contributions, investments and earnings thereon, less payments made under the terms of the Plan.

Section 6.2 Disbursements. Benefits, as well as all expenses of operation and administration, shall be paid from Receipts. Benefits shall be paid only as can be provided from Receipts, and no Employer shall have an obligation to make further contributions in the event the Plan is terminated.

Section 6.3 Ownership. The assets of the Fund or evidence of ownership shall be held by the Board of Trustees under the terms of the Plan and Trust.

Section 6.4 Purpose. No part of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Employees, former Employees and their beneficiaries.

Section 6.5 Alienation. No right or claim to, or interest in, any part of the Fund, or any payment therefrom, shall be assignable, transferable, or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution, or levy of any kind, and the Board of Trustees shall not recognize any attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute, or anticipate the same, except to the extent required by law.

Section 6.6 Reversion. Any Benefit payment remaining unclaimed after a two-year period shall revert to and become a part of the Fund, free and discharged from any claim therefor.

Section 6.7 Rule Against Perpetuities. If the continued existence of the Trust is beyond a certain period that would cause it to fail by operation of law, it shall continue for the maximum period permitted by law and then shall terminate with a distribution of assets to the Employees.

ARTICLE VII FUNDING AND BENEFIT RATE ADJUSTMENT

Section 7.1 Review of Fund Financial Status. The Board of Trustees will, from time to time, monitor the funding status of the Plan by reviewing the Funding Percentage Ratio and it shall have the exclusive discretion to alter, maintain, increase or decrease the benefit rate then in effect as it deems necessary to assure the continued financial stability of the Plan.

ARTICLE VIII AMENDMENT AND TERMINATION

Section 8.1 Right to Amend. The Board of Trustees may amend any or all provisions of this Plan at any time, without obtaining the approval or consent of any participating Employer or Employee.

Section 8.2. Right to Terminate. The Board of Trustees may, by unanimous action, terminate the Plan, but only on the condition that there no longer exists a Supplemental Unemployment Benefit Agreement requiring the payment of contributions to the Fund or the continuance of the Plan.

Section 8.3 Allocation of Assets on Complete or Partial Termination of the Plan. Notwithstanding any other provision of the Plan or Trust, if the Plan is completely or partially terminated, the Board of Trustees, after reserving an amount from the Fund sufficient to pay expenses and charges, shall allocate the assets of the Fund for the sole benefit of the Employees in such manner as it deems advisable in its discretion.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Headings. The headings and subheadings in the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions.

Section 9.2 Construction. In the construction of the Plan, the masculine shall include the feminine or neuter, and the singular or plural in all cases where such meanings would be appropriate.

Section 9.3 Effect of Invalidity of Provision. If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions and this Plan shall be construed and enforced as if such provision had not been included.

Section 9.4 Delegation of Authority. Whenever the Board of Trustees under the terms of this Plan are permitted or required to do or perform any act, it may be performed by any duly authorized employee or agent of the Board of Trustees.

Section 9.5 Approval of Internal Revenue Service. This plan is adopted subject to the approval by the Internal Revenue Service as meeting the requirements of the Code and Regulations thereunder with respect to the deductibility of contributions to the Fund and expenses thereof, and with respect to the tax exemption of such Fund. In the event that such approval is not secured for the Plan as adopted it may be amended for purposes of securing qualification under the Code as may be necessary to secure such approval.

NOTES

