

**SHEET METAL WORKERS' LOCAL NO. 292**

# **SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND**

## **SUMMARY PLAN DESCRIPTION**



**April 1, 2024**



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Legal process may also be served on any trustee or the plan administrator



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## **INTRODUCTION**

### **TO ALL PARTICIPANTS**

We are pleased to provide you with this summary description of your Supplemental Unemployment Benefit (“SUB”) Plan. As you read through it, keep in mind that it is an effort to summarize simply the principal provisions of the formal Plan.

It is not intended to cover every detail of the Plan or every situation that might occur. We have tried to make the summary accurate and complete, but it is not a substitute for the SUB Plan itself. If there is any conflict or difference between this summary and the formal Plan, the Plan and not this summary will control.

So that you may have the governing formal document available to check out any details you wish, we have also printed the formal SUB Plan including all amendments adopted to date by the Board of Trustees. It follows immediately after the summary description.

You should read this material carefully and keep it for reference. It will help you understand how the Plan works, what rights and benefits it provides for you and your beneficiaries and how to obtain those benefits.

Each year, you will receive a summary annual report, which includes a report of material changes in the Plan made after April 1, 2024. Like this summary, it is intended as a general statement of the changes and is not a substitute for the Plan itself.

If you have any doubt or question about any provision of the Plan or the summary of your rights under the Plan, do not hesitate to contact the Fund Office, preferably in writing, to have your doubt or question answered.

### **BOARD OF TRUSTEES**

Paul Gualdoni  
Charles Garry  
Antonio Silvestri

Michael Asher  
Tracy Roberts  
Anne Welling

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## **GENERAL INFORMATION**

The Sheet Metal Workers Local No. 292 SUB Fund was created through collective bargaining.

It is sponsored and administered by a board of six Trustees. Three of the Trustees are designated by the Associated Metal Fabricators & Engineers and three are designated by Sheet Metal Workers Local Union No. 292. The Board of Trustees is the legal Plan Administrator and has hired the firm of BeneSys, Inc., to manage the program on a day-to-day basis.

The Fund has been assigned an employer identification number by the Internal Revenue Service. It is 23-7205462. The Plan Number is 801.

The Fund's Plan Year is a consecutive twelve-month period beginning on each April 1 and ending on the following March 31.

The SUB 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 Plan is funded through the Trust Fund, which receives employer contributions made by employers at rates specified in collective bargaining agreements between the employers and Local Union No. 292. Employees 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.

If you have questions about your SUB program, you should contact the Fund Office or the Board of Trustees.

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## **ERISA RIGHTS**

As a participant in the Sheet Metal Workers' Local No. 292 SUB Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

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

- Examine, without charge, at the Plan 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.

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## **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>.

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## **BOARD OF TRUSTEES AUTHORITY**

All benefits under 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/or terminate all benefits, conditions for receiving benefits, eligibility rules and all other provisions of the Plan as it determines to be in the best interests of the Plan participants and beneficiaries.

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

## **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 No. 292 Supplemental Unemployment Benefit Plan. 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.

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## **SUMMARY DESCRIPTION**

### **1. Who is eligible to participate in this Plan?**

If you are represented by Sheet Metal Workers Local Union No. 292 and the collective bargaining agreement covering you requires that your employer contribute to this SUB Fund, you may become eligible to participate in this Plan.

### **2. How do I achieve initial eligibility?**

If you are eligible to participate in this Plan, you establish initial eligibility (become a Participant) upon the earlier of the following to occur:

- (a) when you accumulate 12 credits within any period of 24 consecutive months; or
- (b) when you accumulate 6 credits within any period of 12 consecutive months.

### **3. What are “credits”?**

Credits are the basis on which participants may receive benefits. Each participant has a credit account. Until you have accrued 26 credits (the maximum that can be accrued - see below), you will receive one credit for each calendar month for which employer contributions based upon a total of at least 120 but fewer than 140 hours worked by you are received by the Fund, two credits for each calendar month for which employer contributions based on a total of 140 or more hours worked by you are received by the Fund, or no credits for each calendar month for which employer contributions based on fewer than 120 hours worked by you are received by the Fund. No more than two credits can be accrued in any calendar month.

There is a maximum on the number of credits that can be accrued – the maximum number of credits that you can accumulate at any one time is 26. Once you reach 26 credits, no additional credits will be granted to you no matter how much in employer contributions is received by the Fund based on your work each month, until your credit total goes below 26 by virtue of benefit payments to you. In addition, no credits will accrue after you receive a Severance Benefit from the Fund.

### **4. Can credits once earned be lost?**

Yes. If no employer contributions are received by the Fund in your behalf for a period of twenty-four consecutive months, all of your accumulated credits will be canceled. Also, if you omit an important fact or make a false statement in your application for benefits submitted to the Fund, the Board of Trustees may cancel your accumulated credits and exclude you from all future participation in the Plan.

If your accumulated credits are canceled due to the Fund not receiving any employer contributions on your behalf, you must re-establish initial eligibility exactly as though you were a new employee participating in the Plan for the first time in order to re-qualify for benefits. However, your canceled credits will be restored if you notify the Board of Trustees within three months of being notified that your credits were cancelled that you can demonstrate that the reason that the Fund received no employer contributions on your behalf was one or more of the following:

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- (a) You were performing work within the trade jurisdiction of the union, but outside the geographic jurisdiction of Local 292.
- (b) You were incapacitated due to an injury or illness compensable under Workers' Compensation laws.
- (c) You were incapacitated due to an injury or illness not compensable under Workers' Compensation laws, but previously reported to the Board of Trustees and supported by such medical confirmation as the Board of Trustees may require.
- (d) You were serving in the Armed Forces of the United States or performing alternate service pursuant to its laws.

Also, remember that SUB benefits *never* “vest”. All benefits under the Plan are subject to the Board of Trustees' sole and exclusive authority and discretion under the Trust Agreement to change them. The Board of Trustees has the authority to increase, decrease, change, amend and terminate any or all benefits, conditions for benefits or eligibility rules or other provisions of the Plan as it determines to be in the best interests of the Plan participants. Therefore, the Board has the authority to reduce accrued credits, reduce the benefit associated with those credits or take other actions that could result in a loss of credits to you.

## **5. What are the eligibility rules for getting benefits?**

Once you have established initial eligibility as described above, you will be eligible to apply for and receive a benefit, to the extent of your accumulated credit:

- (a) for any week during which you are unemployed, receiving a State-benefit, and available for work, as defined by the Plan, within the jurisdiction of the Union, or
- (b) for any week during which you are unemployed and available for work, as defined by the Plan, within the jurisdiction of the Union but ineligible for a State-benefit solely as a result of having exhausted the number of weeks of State-benefits for which you are then eligible; provided that you file with the Fund, within 90 days of receipt, a copy of the relevant exhaustion of benefits form (benefits shall be payable under this Section *for one week only* prior to the Participant's provision of a copy of the relevant exhaustion of benefits form upon the Fund's verification of your unemployment and availability for work by your registration on the Union's referral list), or
- (c) for any week during which you are unemployed and receiving workers compensation payments as a result of an occupational injury or illness suffered while working for a contributing employer, or
- (d) for any week during which you are unemployed and receiving loss of time benefits from the Sheet Metal Workers' Local No. 292 Health Fund (“Health Fund”), or
- (e) for up to one week or partial week of lost work due to the death of your legal spouse, child, grandchild, parent, sibling, sibling's spouse, grandparent, aunt, uncle, niece or

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nephew or due to the death of your legal spouse's child, grandchild, parent, sibling, sibling's spouse, grandparent, aunt, uncle, niece or nephew; provided that you submit an application on a form prepared and supplied by the Fund, to be accompanied by a copy of a dated death notice published in a newspaper or other proof of death which includes reference to you or your spouse and the relationship to the deceased and a note from your then-current employer verifying dates on which you missed work (For purposes of this subsection only, a "partial week of lost work" shall mean a work week (Monday through Friday) during which one or more regularly scheduled days of work are lost for the reasons set out herein.), or

- (f) for any week or partial week of lost work, as defined below, due to your service on jury duty; provided that you complete and submit an application on a form prepared and supplied by the Fund, with:
  - (1) a note from your then-current employer verifying the dates on which you missed worked; and
  - (2) within four weeks of the end of your jury duty service, either a statement from the Court in which you served indicating the dates of service or a copy(ies) of your check stub(s) for payment for jury duty from the Court in which you served.

For purposes of this subsection, a "partial week of lost work" shall mean a work week (Monday through Friday) during which one or more regularly scheduled days of work are lost for the reasons set out herein, or

- (g) for any two-week period in which you work at least three (3) days per week outside of the geographic jurisdiction of the Union for an employer signatory to a collective bargaining agreement with a union affiliated with the Sheet Metal Workers International Association, provided that, no later than the last day of the calendar quarter following the last day of the two week period in which the work described therein was performed outside the geographic jurisdiction of the Union, you (1) complete and submit an application on a form prepared and provided by the Fund, (2) submit a completed verification of employment form signed by a duly authorized representative of the employer on a form prepared and provided by the Fund; and (3) submit a completed acknowledgment form signed by a duly authorized representative of the Union stating that you were referred for such work by the Union, on a form prepared and provided by the Fund (*this benefit is not available to any Participant who receives travel payments or subsidies from his employer under the terms of a collective bargaining agreement.*), or
- (h) for up to two weeks or partial weeks of lost work resulting from the birth or adoption of a child by you; provided that you complete and submit an application on a form prepared and supplied by the Fund, to be accompanied by a copy of a birth certificate or letter of placement for adoption that includes reference to you as parent/adoptive parent, and a note from your then-current employer verifying dates on which you missed work (For purposes of this subsection only, a "partial week of lost work" shall mean a work week (Monday through Friday) during which one or more regularly scheduled days of work are lost for the reasons set out herein.), or

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- (i) for any week during which you were unemployed and available for work, as defined by the Plan, within the jurisdiction of the Union but ineligible for a State-benefit solely as a result of your not yet having met the initial eligibility requirements for State-benefits; provided that you file with the Fund, within 90 days of receipt, a copy of the relevant ineligibility form (benefits shall be payable under this Section *for one week only* prior to your provision of a copy of the relevant ineligibility benefits form upon the Fund's verification of your unemployment and availability for work by your registration on the Union's referral list), or
- (j) for up to four weeks, if you accept a job assignment that requires temporary relocation if: (a) you accept a job assignment for an employer that is signatory to a collective bargaining agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), but does not have an obligation to contribute to the Fund; (b) the job assignment requires travel outside the geographic jurisdiction of the Union and at least 100 miles from the City-County Building in Detroit, Michigan; (c) prior to accepting the job assignment, you are unemployed and available for work; and (d) prior to accepting the job assignment, you complete and submit an application on a form prepared and provided by the Trustees. A claim for temporary relocation benefits must be made prior to the commencement of work in the position that requires the temporary relocation.

Four credits will be canceled for receipt of the temporary relocation benefit unless you work at least 2 hours each work week (Sunday through Saturday) for 4 consecutive weeks and works a total of 125 hours during those four consecutive weeks. If you work at least 125 hours over the course of four consecutive work weeks but don't work at least 2 hours in any of those weeks, then one credit shall be cancelled for each work week you do not work for at least two hours.

If you are subject to credit cancellation for receipt of the temporary relocation but do not have enough credits to reimburse the Fund at the time of cancellation, you will have 52 weeks to reimburse the Fund through future credits accruals or, if you do not accrue sufficient credits to reimburse the Fund during that 52-week period, you shall repay the Fund the value of the temporary relocation benefits received plus reasonable interest as determined by the Board of Trustees in its sole discretion. This benefit is available up to two times per Plan Year if you accrue at least one credit prior to the commencement of each period of temporary relocation, or

- (k) when you completely sever your ties to the industry and separate from covered employment you will be eligible for a Severance Benefit from the Fund if the you: (1) attain age 55; (2) have participated in the Plan for ten (10) or more calendar years after the last time your credits were canceled as result of not working in covered employment for a period of 24 consecutive months; (3) terminate your Employment with an Employer for any reason and have permanently severed your relationship with the Sheet Metal Workers' Industry; and (4) apply for Severance Benefit within 90 days after the above requirements are met. The Severance Benefit shall be payable in a single lump sum equal to 50% of the unused credits at the time of the application multiplied by the benefit rate applicable to your work classification at the time of the application.

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Severance Benefits shall be paid only once in your lifetime and such payment will cancel all credits accumulated under the Plan as of the date of the application. After Severance Benefits are paid, you will not be eligible to accrue any additional credits with the Fund if you later return to employment in the Sheet Metal Workers' Industry

**Registration for referral with the Local is the only acceptable proof of availability for work.**

*No more than one benefit shall be paid to any participant for any one calendar week or partial week, irrespective of whether that participant is eligible for benefits under more than one provision of the Plan in one calendar week.*

Even if you meet one of the above provisions, you will not eligible for SUB benefits (except for Severance Benefits) if you are receiving benefits from the Sheet Metal Workers Local No. 292 Pension Fund, unless you are 70½ years of age or older.

**6. What if I am denied State unemployment benefits?**

For that provision that requires receipt of State Benefits as a condition of SUB, *if you are not receiving a State Benefit* (which is unemployment benefits from Michigan's Unemployment Insurance Agency or any similar act in any other State), *even if you are contesting this, you will not get a SUB benefit.* However, if the Unemployment Insurance Agency or a similar agency in another State *later* determines that you *were* entitled to benefits, you will receive a retroactive benefit to which you would have been entitled had there been no contest of your right to receive unemployment compensation. If the Unemployment Insurance Agency or a similar agency in another State determines that you received benefits when you were not in fact entitled to them and you received a SUB benefit during that time, you will be required immediately to repay those benefits to the Fund.

**7. If I use up all of my credits by receiving benefits, must I re-establish initial eligibility?**

It depends.

If you exhaust all of your credits by virtue of your receiving benefits, you will immediately requalify for benefits when you accrue one or more credit based on employer contributions received for your hours of covered work, as long as that happens within 24 consecutive months of the last time the Fund received employer contributions on your behalf. After 24 consecutive months without employer contributions, you must re-establish initial eligibility. Also, if you had credits but they were canceled because the Fund has received no employer contributions on your behalf as a result of work performed by you for 24 consecutive months, you must re-establish initial eligibility.

However, you will not need to re-establish initial eligibility if you can prove that the reason no employer contributions were received on your behalf was because you were incapacitated due to injury or illness or were on active duty in the Armed Forces or were working under the SMIA jurisdiction elsewhere. There are rules and limitations to claiming this exception – see question 4 above for complete details.

**8. How do I apply for SUB if I am laid off?**

You must first report to Local 292's office after your layoff and register for job assignment. When you do, you can obtain your SUB application, which you must complete and file with all required

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documentation no later than 90 days following the receipt of the State-benefit upon which the claim is based. If you register within two days of your layoff, you will be entitled to receive benefits beginning with your first unemployment compensation check. If you register later than two days after your layoff, you will be entitled to receive benefits in respect to any unemployment compensation check dated after your registration.

**Registration for referral with the Local is the only acceptable proof of availability for work.**

If you are registered and refuse one job referral, you will continue to be considered available for work. If, however, you refuse two consecutive jobs (or referrals to jobs) which you are qualified to perform, you will no longer be considered available for work. You will not again be considered available for work until you have returned to work for a contributing employer, become unemployed once more and register for job assignment with the Local. Notwithstanding the above, if your home local union is not the Local 292, any references to the jurisdiction of the Union will be replaced with the jurisdiction of your home local union.

**9. How do I apply for SUB if I am receiving Workers' Compensation benefits?**

In the event you are disabled and are receiving Workers' Compensation benefits, you must contact the Fund Office and complete an application for benefits, which must be accompanied by a copy of your Workers' Compensation award, no later than 90 days following the first day on which work was missed because your disability entitled you to Workers' Compensation benefits.

**10. How do I apply for SUB if I am receiving Loss of Time benefits from the Health Fund?**

In the event you are disabled and are receiving Loss of Time benefits from the Health Fund, you must contact the Fund Office and complete an application for SUB benefits, which must be accompanied by supporting documentation for your eligibility, as requested by the Fund Office, no later than 30 days following the first day on which work was missed because of disability.

**11. How do I apply for SUB if I miss work due to bereavement?**

In the event you miss work due to bereavement, you must contact the Fund Office and complete an application for benefits, which must be accompanied by any supporting documentation for your eligibility, as requested by the Fund Office, no later than 90 days following the first day on which work was missed because of bereavement.

**12. How do I apply for SUB if I miss work due to jury duty?**

In the event you miss work due to jury duty, you must contact the Fund Office and complete an application for benefits, which must be accompanied by any supporting documentation for your eligibility, as requested by the Fund Office, no later than 90 days following the first day on which work was missed because of jury duty.

**13. How do I apply for SUB if I miss work due to childbirth or adoption?**

In the event you miss work due to childbirth or adoption, you must contact the Fund Office and complete an application for benefits, which must be accompanied by any supporting documentation for

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your eligibility, as requested by the Fund Office, no later than 90 days following the first day on which work was missed because of such childbirth or adoption.

#### **14. How much are the weekly benefits?**

The amount of the weekly benefit is determined from time to time by the Board of Trustees, taking into account the financial condition of the Fund and its purpose. Since employers contribute on journeymen and apprentices at one rate and on other employees at different rates, the Board of Trustees has established different benefit levels. You may contact the Fund Office at any time and find out what the current rate is for your work classification.

As of the date of this Summary, the rates were \$225 (Journeyman/Apprentices), \$102 (Production A and Production B) and \$30 (Production C). In addition, the weekly rates are doubled for bereavement, adoption/birth, and jury duty benefits (\$450 for Journeyman/Apprentice, \$204 for Classified A/B, and \$60 for Classified C). Even though the payout is increased for these benefits, only one credit will be cancelled for each week.

#### **15. How long can I receive SUB?**

Assuming that you continue to meet all of the eligibility requirements set out above, the duration of your weekly benefits is determined by the number of credits in your account. One credit will be canceled for each week of benefits received. Therefore, the maximum number of consecutive weekly SUB benefits anybody can receive from the Fund is 26 because that is the maximum number of credits anybody can accrue.

But remember, the benefits paid by this SUB Fund do not “vest”. All benefits under 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 all benefits, conditions for receiving benefits, eligibility rules and all other provisions of the Plan as it determines to be in the best interests of the Plan participants and beneficiaries.

#### **16. What is a “credit transfer” and when does it occur?**

Once a year, if the Board of Trustees determines, in its sole and exclusive discretion and with the advice of a qualified actuary, that the Fund has enough assets to allow a credit transfer without impairing the Fund’s ability to pay all other benefits, the Board may authorize the transfer of either one or two weeks of benefits to the vacation pay account of each participant with sufficient credits standing to his/her credit who, as of September or October of that year, meets one of the following conditions:

- (1) the participant was employed by a contributing employer,
- (2) the participant was receiving benefits from the SUB Fund,
- (3) the participant was eligible for benefits from the Health Fund either through active employment or through use of his Hourly Reserve Bank, or
- (4) the participant had retired within the preceding twenty-four months and is receiving benefits from the Pension Fund.

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For each credit transferred to your vacation pay account, an equivalent number of your credits will be canceled.

**17. Does the Fund pay any other benefits?**

Yes. The Fund pays a death benefit on your behalf, if you have not terminated participation with the Plan, to your beneficiary, as determined under the terms of the Plan.

The amount of the death benefit is the number of your remaining credits, multiplied by the weekly benefit rate applicable to your work classification at the time of death.

Your beneficiary shall be the party designated by you on a form prescribed and furnished by the Fund and received by the Fund prior to your death. You can change your beneficiary without the consent of any previously designated beneficiary, at any time by completing and submitting another form prescribed and furnished by the Fund, but any change shall not take effect until the form reflecting the change is received by the Fund. To be effective, any beneficiary designation form must be received by the Fund prior to the date of death – forms received after thereafter, even if completed or dated prior to death, are not valid.

Note that **any** designation of your spouse/former spouse as your beneficiary (whether that designation is made before or during the marriage) terminates immediately upon the entry of a judgment or decree of divorce between you and your spouse/former spouse. You can name your former spouse as your beneficiary **only** if you designate your former spouse as beneficiary after the date of entry of the last judgment or decree of divorce on a form prescribed and furnished by the Board of Trustees, and received by the Fund prior to the date of death.

If, at the time of your death, you have no valid designated beneficiary on file with the Fund, if the beneficiary designation has terminated or is ineffective by operation of this Plan, if the designated beneficiary predeceases you or if the designated beneficiary cannot be located, your beneficiary shall be the first surviving individual in the following classes, if any:

- (a) your surviving spouse;
- (b) if none, then your valid designated beneficiary with the Health Fund;
- (c) if none, then any of your living children in equal shares, or
- (d) if none, then your living parents in equal shares, or
- (e) if none, then any of your living brothers and sisters in equal shares, or
- (f) if none, then any of your living grandchildren in equal shares, or
- (g) if none, then no death benefit is payable.

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**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.**

**18. Can I pledge my right to benefits as collateral?**

NO. You can't give someone else rights in your benefits. The Fund will not comply with any direction from you to pay someone else your benefits now or in the future. In other words, the benefits payable to you from the Fund are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge of any kind.

However, the Fund must and will comply with writs of garnishment, valid orders under State or Federal law, and valid levies imposed by the Internal Revenue Service and similar State authorities. The Fund could also recover benefit overpayments made to you from your future benefits.

If the benefit cannot be paid to you, to someone who has a writ of garnishment, valid order or levy against the benefit or to the Fund for any reason (such as a bankruptcy), the Board of Trustees may terminate your right to the benefit or pay that benefit to someone else as the Board determines is proper in its sole and exclusive discretion.

**19. If my claim is denied, may I appeal?**

If your claim is denied by the Fund Office, you or your authorized representative may appeal to the Board of Trustees in writing for a review of that denial. Your appeal must be in writing and must be received in the Benefit Office within 60 days of the day you receive the letter denying your claim (**180** days if your claim is based on disability). You, or your authorized representative on your behalf, will have the opportunity to review pertinent documents and other information relevant to your claim free of charge if you submit a written request to the Board. 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). You, or your representative, may submit issues, comments, additional legal arguments and new information in writing to the Board for its consideration in your appeal. The Board of Trustees' review of your appeal will take into account all materials and information you submit to it before its review of your appeal and its decision on it, whether or not that such information was previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim "de novo" (meaning "anew" and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The review will occur at the Board's first regularly scheduled meeting following receipt of your appeal, unless your 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 requires additional time to review your appeal, you 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 the Board makes its decision on your appeal.

Under the terms of the Plan and the Trust establishing the Fund, the Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where Board of Trustee responsibility has been delegated to others, their delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged

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**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.**

in court, the Trust Agreement provides that such decision is to be upheld unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

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

Yes. Notwithstanding any internal appeal process, 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 first date you receive** a determination of your rights and/or benefits under the terms of the Fund's Plan, unless a shorter period is established by applicable statute, regulation or case law.

**21. In what court can I sue the Fund?**

Any action in law or equity brought by you or your beneficiary 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 must be brought in the United States District Court where the Plan is administered. Please see page i of this Summary regarding where the Fund is administered.

**MISCELLANEOUS PROVISIONS AND INFORMATION**

**1. Unclaimed Benefits.**

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.

**2. Board of 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 the 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 provisions and benefits under this 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 in its sole and exclusive discretion to be in the best interests of the Plan participants.

**3. Misstatement/Omission 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 to correct or amend any information s/he previously furnished to the Board of Trustees as

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**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.**

soon as the person knows of the error or omission, any benefits paid in reliance thereon will be adjusted on the basis of the accurate information, and the amount of any overpayment made to such person will be deducted from the subsequent payments, refunded directly by the person, or recovered by the Fund in any other lawful manner.

In its discretion, the Board of Trustees may also cancel up to all of the remaining credits in the person's account if a material omission or misstatement is fraudulently made by such person, and the Board may exclude such person from any future participation in the Fund.

#### **4. Benefits Paid in Error – Board of Trustees' Right to Recover**

The Board of Trustees has the right to recover any amount paid by this Fund in any form to any person who is determined to be either fully or partially ineligible when the person received such amount. The Board may recover such overpayments by any lawful means, including, but not limited to, recoupment of such overpayments from any other current or future benefits paid by the Fund of any kind to which the person receiving the overpayment is or may become entitled.

#### **5. 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 Employee, as set out in the Plan.

#### **6. 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.

#### **7. 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 it deems appropriate in its exclusive discretion.



## **SOCIAL SECURITY NUMBER PRIVACY POLICY**

The Social Security Number Privacy Act makes it unlawful, with respect to all or any more than four sequential digits of an individual's social security number, to do any of the following:

- Publicly display more than four (4) sequential digits of the Social Security number. The term "publicly display" is broadly defined to mean exhibit, hold up, post or make visible such as on a computer screen, network, or other electronic medium.
- Use a person's social security number as an individual account number,
- Print a Social Security number on the outside of any envelope or package mailed or sent to an individual,
- Require use or transmission of more than four (4) sequential digits of a Social Security number over the internet or a computer network, unless the connection is secure or the transmission is encrypted, or
- Require use or transmission of more than four (4) sequential digits of a Social Security number to gain access to a website or computer system or network, unless the connection is secure and the transmission is encrypted, or protected by a password or other unique personal ID number or authentication device.

The statute also prohibits including all or more than four (4) sequential digits of a Social Security number in any document or information mailed to a person, unless certain conditions, including the following, apply:

- A state or federal law or rule or court order authorizes, permits or requires the Social Security number's use,
- The document sent is part of an application or enrollment initiated by the individual,
- The document is sent to establish, confirm service, amend or terminate an account, contract, policy, or employee or health insurance benefit; or
- The document is mailed by a public body in certain circumstances.

The restrictions do not apply to use of a Social Security number that is "authorized or required by state or federal statute, by court order, or pursuant to legal discovery or process."

*It is not a violation of the Act to use a Social Security number to "verify an individual's identity, identify an individual, or do another similar administrative purpose related to," proposed employment or employment. Use of Social Security numbers to provide or administer health insurance, membership benefits, or retirement programs is also permissible. An entity may also use all or part of a Social Security number to "lawfully pursue or enforce a person's legal rights," which may include "audit, collection, investigation, or transfer of a tax, employee benefit, debit, claim" or account.*

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**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.**

To comply with the Social Security Number Privacy Act, to protect the confidentiality of the Funds' participants' and beneficiaries' social security numbers, and to prevent to the extent possible their disclosure to persons who would use them unlawfully, the Boards of Trustees of the Funds hereby adopt the following Social Security Number Privacy Policy:

- All Fund service providers and their agents and employees are hereby directed to ensure to the extent practicable the confidentiality of all Social Security numbers.
- All Fund service providers and their agents and employees are hereby prohibited from making any disclosure of Social Security numbers contrary to the provisions of the law as set out above.
- All Fund service providers and their agents and employees are directed to limit who has access to information or documents that contain the Social Security numbers strictly to those individuals for whom such information is necessary for the provision and administration of the Funds' health, welfare or retirement programs. Information in any form, written or electronic, which contains Social Security numbers will be handled only by those persons whose job duties require them to have access to that information for the provision and administration of the Funds' health, welfare or retirement programs. If such information is contained in documents, the documents will be securely stored, with access limited to those persons whose job duties require them to have access to that information. If such information is in electronic form, access to any computer or computer files will be limited, through the use of passwords and/or other technology, to those persons whose job duties require them to have access to that information.
- Documents which contain Social Security numbers and which are no longer needed will be disposed of, whether by shredding or otherwise, in a manner which will insure that the numbers are protected. Each Fund service provider shall be responsible for supervising this process.
- Fund service providers who violate this privacy policy will be subject to disciplinary action, up to and including termination.

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**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.**



**2023 RESTATED PLAN**  
**OF THE**  
**SHEET METAL WORKERS LOCAL NO. 292**  
**SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND**  
**(Effective April 1, 2023)**



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**2023 RESTATED PLAN OF THE  
SHEET METAL WORKERS LOCAL NO. 292  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND**

The Sheet Metal Workers Local No. 292 Supplemental Unemployment Benefit Fund was established effective November 1, 1972. Pursuant to the authority vested in the Trustees of the Sheet Metal Workers Local No. 292 Supplemental Unemployment Benefit Fund by the Agreement and Declaration of Trust of the Fund, they promulgated a Plan effective that same date. That Plan was subsequently amended nine times and restated, effective April 1, 2007. The 2007 Restated Plan was amended fourteen times and restated, effective April 1, 2019. The 2019 Restated Plan was amended six times. The Trustees hereby restate the Plan in its entirety, effective April 1, 2023.

**ARTICLE I – DEFINITIONS**

**Section 1 - Union:** The term “Union” shall mean Local Union No. 292, Sheet Metal Workers International Association, AFL-CIO.

**Section 2 - Association:** The term “Association” shall mean the Associated Metal Fabricators and Engineers.

**Section 3 - Employer:** The term “Employer” shall mean:

- a) any member of the Association and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work 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 in the capacity of an employer of employees in whose behalf it makes contributions to the Supplemental Unemployment Benefit Fund pursuant to a Supplemental Unemployment Benefit Agreement, and
- c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by the Union and the Association, to the extent and solely to the extent that such board of trustees, committee or other agency acts in the capacity of an employer of employees in respect to whose employment it makes contributions to the Supplemental Unemployment Benefit Fund pursuant to a Supplemental Unemployment Benefit Agreement.

**Section 4 - Employee:** The term “Employee” shall mean:

- (a) any person who is or has been employed by an Employer to perform tasks coming within the trade jurisdiction of the Union;
- (b) any person who is or has been employed by an Employer to perform tasks outside the trade jurisdiction of the Union and whose Employer elects to contribute under such terms and conditions as the Trustees may prescribe;

- (c) any person employed in a paid capacity by the Union; and
- (d) any person employed by 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.

No person who is a proprietor or a partner in a partnership which is an employer within the meaning of Section 4 shall be an "Employee" within the meaning of this Section 4.

**Section 5 - Trust Agreement:** The term "Trust Agreement" shall mean the Agreement and Declaration of Trust, as originally entered into on October 20, 1972, as restated effective January 1, 2000, and that instrument as from time to time amended.

**Section 6 - Trust Fund:** The term "Trust Fund", "Supplemental Unemployment Benefit Fund" or "Fund" shall mean the Sheet Metal Workers Local Union No. 292 Supplemental Unemployment Benefit Fund and the entire assets thereof.

**Section 7 - Trustees:** The term "Trustees" shall mean those individuals designated in the manner hereafter provided collectively to administer the Fund and the Plan.

**Section 8 - Supplemental Unemployment Benefit Agreement:** The term "Supplemental Unemployment Benefit Agreement" shall mean any collective bargaining agreement or article thereof or other agreement which provides for Employer contributions to the Supplemental Unemployment Benefit Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made and, with respect to Employees working outside the trade jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

**Section 9 - Plan:** The term "Plan" or "Supplemental Unemployment Benefit Plan" shall mean this welfare benefit plan adopted by the Trustees which shall set out the rules and regulations governing participation, eligibility, benefit accrual, benefit payments, and related matters, and which the Trustees may amend from time to time in the manner set out herein and in the Trust Agreement.

**Section 10 - Participant:** The term "Participant" shall mean any Employee who has met the eligibility requirements for participation in the Plan and whose participation in the Plan, under its terms, has not been terminated.

**Section 11 - State-benefit:** The term "State-benefit" shall mean the amount of unemployment compensation benefits payable to a Participant for a full or partial week of unemployment under the Michigan Employment Security Act or any similar act in any other State.

**Section 12 - Benefit:** The term "Benefit" shall mean the supplemental unemployment benefit payable from the Fund pursuant to this Plan.

## **ARTICLE II – PARTICIPANT ELIGIBILITY**

**Section 1.** An Employee shall become a Participant upon the earlier of the following to occur:

- (a) when an Employee accumulates 12 credits within any period of 24 consecutive months; or
- (b) when an Employee accumulates 6 credits within any period of 12 consecutive months.

**Section 2.** A Participant shall be eligible to receive a benefit, to the extent of his accumulated credits:

- (a) for any week during which the Participant is unemployed, is receiving a State-benefit, and is available for work within the jurisdiction of the Union as determined by Section 3 of this Article II, or
- (b) for any week during which the Participant is unemployed and available for work within the jurisdiction of the Union as determined pursuant to Section 3 of this Article II but is ineligible for a State-benefit solely as a result of having exhausted the number of weeks of State-benefits for which he is then eligible; provided that the Participant files with the Fund, within 90 days of receipt, a copy of the relevant exhaustion of benefits form (benefits shall be payable under this Section for one week only prior to the Participant's provision of a copy of the relevant exhaustion of benefits form upon the Fund's verification of the Participant's unemployment and availability for work by his registration on the Union's referral list), or
- (c) for any week during which the Participant is unemployed and receiving workers compensation payments as a result of an occupational injury or illness suffered while working for an Employer; or
- (d) for any week during which the Participant is unemployed and receiving loss of time benefits from the Sheet Metal Workers' Local No. 292 Health Fund; or
- (e) For up to one week or partial week of lost work due to the death of the Participant's legal spouse, child, grandchild, parent, sibling, sibling's spouse, grandparent, aunt, uncle, niece or nephew or due to the death of the Participant's legal spouse's child, grandchild, parent, sibling, sibling's spouse, grandparent, aunt, uncle, niece or nephew; provided that the Participant completes and submits an application on a form prepared and supplied by the 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 Participant or the Participant's legal spouse and his/her relationship to the deceased and proof of missed work (such as check stubs or a note from the Participant's then-current employer) verifying the dates on which work was missed (for purposes of this subsection only, a "partial week of lost work" shall mean a work week (Monday through Friday) during which one or more regularly scheduled days of work are lost for the reasons set out herein), or
- (f) For any week or partial week of lost work, as defined below, due to the Participant's service on jury duty; provided that the Participant completes and submits an application on a form prepared and supplied by the Board of Trustees, with:

- (1) a note from the Participant's then-current employer verifying the dates on which worked was missed; and
- (2) within four weeks of the end of his service, either a statement from the Court in which he served indicating the dates of service or a copy(ies) of the Participant's check stub(s) for payment for jury duty from the Court in which he served.

For purposes of this subsection, a "partial week of lost work" shall mean a work week (Monday through Friday) during which one or more regularly scheduled days of work are lost for the reasons set out herein, or

- (g) for any two-week period in which the Participant works at least three (3) days per week outside of the geographic jurisdiction of the Union for an employer signatory to a collective bargaining agreement with a union affiliated with the Sheet Metal Workers International Association (excluding any Participant receiving travel payments or subsidies from his employer under the terms of a collective bargaining agreement), provided the Participant (1) completes and submits an application on a form prepared and provided by the Trustees, (2) submits a completed verification of employment form signed by a duly authorized representative of the employer on a form prepared and provided by the Trustees; and (3) submits a completed acknowledgment form signed by a duly authorized representative of the Union stating that the Participant was referred for such work by the Union, on a form prepared and provided by the Trustees.
- (h) For up to two weeks or partial weeks of lost work resulting from the birth or adoption of a child by the Participant; provided that the Participant completes and submits an application on a form prepared and supplied by the Fund, to be accompanied by a copy of a birth certificate or letter of placement for adoption that includes reference to the Participant as parent/adoptive parent, and a note from the Participant's then-current employer verifying dates on which work was missed (For purposes of this subsection only, a "partial week of lost work" shall mean a work week (Monday through Friday) during which one or more regularly scheduled days of work are lost for the reasons set out herein.); or
- (i) for any week during which the Participant is unemployed and available for work within the jurisdiction of the Union as determined pursuant to Section 3 of this Article II but is ineligible for a State-benefit solely as a result of his not yet having met the initial eligibility requirements for State-benefits; provided that the Participant files with the Fund, within 90 days of receipt, a copy of the relevant ineligibility form (benefits shall be payable under this Section for one week only prior to the Participant's provision of a copy of the relevant ineligibility benefits form upon the Fund's verification of the Participant's unemployment and availability for work by his registration on the Union's referral list).
- (j) Notwithstanding the extent of a Participant's accumulated credits, when a Participant accepts a job assignment that requires temporary relocation, as set forth in Section 6 of this Article II.



- (k) When a Participant completely severs his ties to the industry and separates from covered employment, subject to the terms and conditions set forth in Section 7 of this Article II.

**Section 3.** A Participant is available for work within the jurisdiction of the Union if he or she has registered for referral with the Union. Failure to register for referral with the Union and to remain registered shall be conclusive proof of a Participant's unavailability for work within the jurisdiction of the Union. Refusal to accept a job which the Participant is qualified to perform, or a referral to such a job by the Union, shall not cause a Participant to be considered unavailable for work, but two consecutive refusals shall cause a Participant to be considered unavailable for work from the time of the second refusal until the Participant is next employed as a result of a referral by the Union. Notwithstanding the above, for purposes of eligibility for benefits pursuant to Article II, Sections 2 (a) only, if the Participant's home local union is not the Union, any references to the jurisdiction of the Union will be replaced with the jurisdiction of the Participant's home local union.

**Section 4.** No Participant shall be eligible to receive benefits pursuant to this Plan for any week during a month for which he is paid a retirement benefit from Sheet Metal Workers Local No. 292 Pension Fund, provided that this Section shall not apply to any Participant (1) who is 702 years of age or older or (2) who is applying for a Severance Benefit as set forth in Section 7 of this Article II.

**Section 5.** Any Participant whose receipt of State-benefits is delayed as a result of a contest of his right to receive the State-benefit through the administrative and/or judicial procedures permitted under state law shall be entitled to receive retroactively any benefits from the Fund to which he would have been entitled had there been no contest of his right to receive the State-benefit.

**Section 6.** Notwithstanding the extent of a Participant's accumulated credits, to assist with expenses incurred when a Participant accepts a job assignment that requires temporary relocation, a Participant shall be eligible to receive a benefit equal to four credits pursuant to Section 2(j) of this Article II if all of the following criteria are met:

- (a) The Participant accepts a job assignment for an employer that is signatory to a collective bargaining agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), but does not have an obligation to contribute to the Fund;
- (b) The job assignment requires travel outside the geographic jurisdiction of the Union and at least 100 miles from the City-County Building in Detroit, Michigan;
- (c) Prior to accepting the job assignment, the Participant is unemployed and available for work as determined pursuant to Section 3 of this Article II; and
- (d) The Participant completes and submits an application on a form prepared and provided by the Trustees.

No credits shall be cancelled for receipt of a temporary relocation benefit under this Section if a Participant receives wages for work in the position that required temporary relocation for at least 125 hours of work over the course of four consecutive work weeks (Sunday through Saturday) and receives wages for such work for at least two hours of work in each of those four consecutive work weeks.

Four credits shall be cancelled for receipt of a temporary relocation benefit under this Section if a Participant does not receive wages for work in the position that required temporary relocation for at least 125 hours of work over the course of four consecutive work weeks (Sunday through Saturday). If a Participant receives wages for work in the position that required temporary relocation for at least 125 hours of work over the course of four consecutive work weeks (Sunday through Saturday), then one credit shall be cancelled under this Section for each work week a Participant does not receive wages for such work for at least two hours of work.

If a Participant who is subject to credit cancellation under the preceding paragraph does not have enough credits to reimburse the Fund at the time of cancellation, the Participant shall have 52 weeks to reimburse the Fund through future credits accrued by the Participant during that period. If such Participant does not accrue sufficient credits to reimburse the Fund during that 52-week period, the Participant shall repay the Fund the value of the temporary relocation benefits received plus reasonable interest as determined by the Board of Trustees in its sole discretion.

A Participant shall be eligible to receive the temporary relocation benefit up to two times per Plan Year, provided the Participant meets the requirements set forth in this Section 6 of Article II. Furthermore, the Participant must have accrued at least one credit prior to the commencement of each period of temporary relocation.

**Section 7.** A Participant who would otherwise be eligible for a benefit pursuant to Section 2 if he met the requirements therefor, who has participated in this Plan for ten (10) or more calendar years after the last time his credits were cancelled pursuant to Article III, Section 5, if any, 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, payable in a single lump sum.

A Severance Benefit shall be paid only once in a Participant's lifetime, and payment thereof shall cancel all credits then accumulated under the Plan. A Participant may never requalify for any Benefits provided under this Plan 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.

The amount of the Severance Benefit shall be equal to 50% of the total number of the Participant's unused credits at the time of the application multiplied by the benefit rate applicable to his work classification at the time of the application.

### **ARTICLE III – CREDITS**

**Section 1.** Individual bookkeeping records of credits of Participants shall be maintained by the Fund.

**Section 2.** Each Participant shall receive one credit for each month for which at least 120 hours of work for which employer contributions for such work are received by the Fund on his behalf, and two credits for each month for which 140 or more hours of work for which employer contributions for such work are received by the Fund on his behalf. No more than two credits shall be accrued in any

one month by any Participant, and no credit shall be granted for fewer than 120 hours in one month. No credits will accrue after a Participant receives a Severance Benefit pursuant to Article II, Section 7.

**Section 3.** No more than 26 credits shall be credited to any Participant at any time. When a Participant has been credited with 26 credits, no further credits shall be added thereto until, as a result of cancellation, the Participant has fewer than 26 credits.

**Section 4.** One credit shall be cancelled for each benefit paid to a Participant pursuant to Article II, Section 2, subsections (a) through (i). Credit(s) may also be cancelled for benefits paid to a Participant pursuant to Article II, Section 2, subsection (j) as set forth in Article II, Section 6. All credits shall be cancelled upon payment of any benefit pursuant to Article II, Section 7 and Article VI.

**Section 5.** If no contributions are due as a result of work performed by a Participant for a period of 24 consecutive months, the participation of that Participant shall terminate, the credits accumulated by that Participant, if any, shall be cancelled, and he shall be required to re-establish initial eligibility as provided herein pursuant to Article II, Section 1. For Participants whose home local union is the Union, the Fund shall restore credits cancelled hereunder if, within three months of the cancellation of the Participant's credits, he demonstrates in writing to the Fund that the reason that no contributions were remitted on his behalf for the consecutive 24 month period is one or more of the following:

- (a) He was performing work within the trade jurisdiction of the Union outside the geographic jurisdiction of the Union,
- (b) He was incapacitated due to an injury or illness incurred while employed for an Employer compensable under Workers' Compensation laws,
- (c) He was incapacitated due to an injury or illness not compensable under Workers' Compensation laws but previously reported to the Trustees and supported by such medical confirmation as the Trustees may require, or
- (d) He was serving in the Armed Forces or other uniformed services of the United States as defined by federal law or performing alternative service pursuant to its laws.

**Section 6.** Should the Trustees determine that any individual has been guilty of a material misrepresentation in connection with an application for benefits, the Board of Trustees may cancel all or part of any credits accumulated to the account of a participant or employee, may exclude such participant or employee from any future participation in the Plan, and may exclude any other individual from receipt of benefits of any kind from the Fund. This provision shall not limit the rights of the Board of Trustees to recover any amounts due to the Fund under this Plan.

## **ARTICLE IV – PARTICIPANT BENEFITS**

**Section 1.** The weekly benefit rate shall be determined by resolution of the Trustees taking into account the financial condition of the Fund and its purpose. The amount of benefit payable may be established in relationship to the rate at which Employers have contributed in respect to the work performed by the groups of Participants.

**Section 2.** Applications for benefits shall be available at and filed with Sheet Metal Workers Local No. 292. Each applicant seeking benefits pursuant to Article II, Sections 2(a), 2(b) or 2(i) shall register with the Local Union for job referral at the time he files for benefits, which shall be within two working days of the date of lay off.

If an applicant for benefits under Article II, Section 2 has filed his application and fulfills all other requirements for eligibility, he shall be paid the benefit to which he is entitled upon his submission of all required documentary proof. However, no Participant shall receive a benefit under Article II, Section 2(a) unless a claim therefor is received by the Fund no later than 90 days following the receipt of the State-benefit upon which the claim is based. No Participant shall receive a benefit under Article II, Section 2(c) unless a claim therefor, accompanied by all required documentation, is received by the Fund no later than 90 days following the first day on which work was missed because of an occupational injury or illness for which the participant received workers compensation payments. No Participant shall receive a benefit under Article II, Section 2(d) unless a claim therefor, accompanied by all required documentation, is received by the Fund no later than 30 days following the first day on which work was missed because of an injury or illness for which the participant is receiving loss of time benefits from the Sheet Metal Workers' Local No. 292 Health Fund. No Participant shall receive a benefit under Article II, Section 2(e) unless claim therefor is received by the Fund no later than 90 days following the first day on which work was missed because of bereavement. No Participant shall receive a benefit under Article II, Section 2(f) unless a claim therefor is received by the Fund no later than 90 days following the last day on which work was missed because of jury duty. No Participant shall receive a benefit under Article II, Section 2(g) unless a claim therefor, accompanied by all required documentation, is received by the Fund no later than the last day of the calendar quarter following the last day of the two week period in which the work described therein was performed outside the geographic jurisdiction of the Union. No Participant shall receive a benefit under Article II, Section 2(h) unless a claim therefor, accompanied by all required documentation, is received by the Fund no later than 90 days following the first day on which work was missed because the birth or adoption of the child. No Participant shall receive a benefit under Article II, Section 2(j), unless a claim therefor, accompanied by all required documentation, is received by the Fund prior to the commencement of work in the position that required temporary relocation, and benefits paid pursuant to Article II, Section 2(j), shall be reimbursed to the Fund if the Participant fails to provide documentation of the hours of work, as set forth in Article II, Section 6. No Participant shall receive a benefit under Article II, Section 2(k) unless a claim therefor, accompanied by all required documentation, is received by the Fund no later than 90 days following the date he meets eligibility for Severance Benefits as set forth in Article II, Section 7.

**Section 3.** Benefits shall be paid at intervals determined by the Trustees.

**Section 4.** Any Participant claiming a benefit pursuant to Article II, Section 2(a) shall present to the agent of the Trustees to whom the claim is made such proof of receipt of a State-benefit as has been designated as satisfactory evidence by the Trustees.

**Section 5.** If it should be determined that any benefit that has been paid under this Plan should not have been paid, the recipient shall return the amount of the overpayment to the Fund upon notification. If the recipient does not pay the amount of the overpayment promptly, it shall be deducted from any future benefits under this Plan to which he may become entitled, and the Trustees may, in their discretion, institute appropriate legal proceedings for the collection thereof. The Trustees may also, in their discretion, cancel all or part of any credits accumulated to the account of that recipient, and may exclude such recipient from any future participation in the Plan.

**Section 6.** No benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit shall be subject to, nor shall the Fund, in any manner, be liable for, the debts or liabilities of any Employee or Participant.

**Section 7.** Any benefit payable hereunder which is unclaimed for a period of two years shall revert to and become part of the Fund.

**Section 8.** No more than one benefit shall be paid to any Participant for any one calendar week or partial week, irrespective of whether a Participant is eligible for benefits under more than one provision of Article II, Section 2 in one calendar week.

**Section 9.** 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.

**Section 10.** If a claim under this Plan has been denied, in whole or in part, the claimant is entitled, either in person or by his duly authorized representative, to:

- a) request a review of the claim by the Trustees, upon written application for review. In the case of a denial as to which written notice of denial has been given to the claimant, any such request for review of the claim must be made within sixty (60) days after the receipt by the claimant of such notice (one-hundred and eighty (180) day in the case of a claim based on disability);
- b) review pertinent documents relating to the denial; and
- c) submit issues and comments in writing.

The Trustees shall review the claim promptly and render their final decision not later than five (5) days after the Trustees' meeting next occurring after the appeal was received, unless the appeal was received within 30 days prior to the next meeting, in which case the response must be provided to the claimant five (5) days after the second Trustees' meeting. These periods may be extended to, at the latest, five (5) days after the third Trustees' meeting after receipt of the appeal under special circumstances, but the claimant must be notified of this within the unextended time period. The final decision of the Trustees shall be in writing, give specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based.

## **ARTICLE V – CREDIT TRANSFER**

**Section 1.** Annually, a transfer of an amount equal to either one or two weeks of benefits may be made to the vacation pay account of each Participant who qualifies according to the criteria set out in Section 2 of this Article V if, based upon the advice of a qualified actuary, the Trustees determine that the Fund's experience has resulted in a level of funding which is sufficient to allow such a transfer without impairing the Fund's ability to pay benefits contemplated by this Plan.



**Section 2.** If authorized by the Trustees, the transfer shall be made in respect to each Participant who has the number of credits to be transferred standing to his credit at the time of transfer and who met any of the following four criteria during the months of September or October of the year in which the transfer is to be made: (a) received benefits under this Plan, (b) was eligible for benefits from the Sheet Metal Workers Local No. 292 Health Fund through active employment or use of his Hourly Reserve Bank, (c) was employed by an Employer, or (d) had retired during the preceding 24 months and was receiving a pension from the Sheet Metal Workers Local No. 292 Pension Fund.

**Section 3.** The number of credits equivalent to the number of weeks of benefits transferred shall be cancelled for each transfer made hereunder.

## **ARTICLE VI – DEATH BENEFITS**

**Section 1.** A death benefit shall be payable to the beneficiary determined under Section 2 of this Article VI, upon application in a form satisfactory to the Board of Trustees accompanied by proper proof of death, upon the death of a participant who has not terminated participation with the Plan on the date of his death to the participant's beneficiary. If the participant does not have a beneficiary, as determined under Section 2 of this Article VI, then no death benefit shall be payable.

The amount of the death benefit shall be the product of the total number of credits standing to the credit of the participant on the date of his death (including any credits based on work performed by him for which employer contributions are subsequently received by the Fund), multiplied by the benefit rate applicable to his work classification at the time of his death.

**Section 2.** The beneficiary(ies) shall be the party(ies) designated by the participant on a form prescribed and furnished by the Fund, and received by the Fund prior to the death of the participant. Any participant can at any time during the continuance of the Plan change his/her beneficiary(ies), without the consent of any previously designated beneficiary(ies), by completing and submitting another form prescribed and furnished by the Fund, but such change shall not take effect until the form reflecting the change is received by the Fund. To be effective, any beneficiary designation form must be received by the Fund prior to the date of death of the participant.

Notwithstanding the foregoing, any designation of a spouse/former spouse as beneficiary (whether that designation is made before or during any marriage between them) shall terminate immediately upon the entry of a judgment or decree of divorce between the participant and such spouse/former spouse. A former spouse shall be designated as a beneficiary following the entry of such judgment or decree between such former spouse and the participant only if the participant designated his/her former spouse as beneficiary after the date of entry of the last judgment or decree of divorce between the participant and such former spouse on a form prescribed and furnished by the Board of Trustees, and received by the Fund prior to the date of death of the participant.

If at the time of his death, the participant has no valid designated beneficiary on file with the Fund, if the beneficiary designation has terminated or is ineffective by operation of this Plan, if the designated beneficiary predeceases the participant or if the designated beneficiary cannot be located, the participant's beneficiary shall be the first surviving individual in the following classes, if any:

- (a) the participant's surviving spouse;

- (b) if none, then the participant's valid designated beneficiary under the terms of the Sheet Metal Workers' Local No. 292 Health Fund;
- (c) if none, then any living children of the deceased Participant in equal shares, or
- (d) if none, then the living parents of the deceased Participant in equal shares, or
- (e) if none, then any living brothers and sisters of the deceased Participant in equal shares, or
- (f) if none, then any living grandchildren of the deceased Participant in equal shares, or
- (g) if none, then no death benefit is payable hereunder.

## **ARTICLE VII – AMENDMENT AND TERMINATION**

**Section 1.** The Trustees may, by majority vote in the manner set forth under the provisions of the Trust Agreement regarding quorum and voting, amend any or all provisions of this Plan at any time, without obtaining the approval or consent of any Participant or Employee.

**Section 2.** The Trustees may, by majority vote in the manner set forth under the provisions of the Trust Agreement regarding quorum and voting, 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 3.** If the Plan is completely or partially terminated, the 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 Participant in such manner as they deem advisable in their discretion.

## **ARTICLE VIII – MISCELLANEOUS PROVISIONS**

**Section 1.** 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 2.** 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 3.** Whenever the 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 Trustees.

**Section 4.** 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.

**Section 5.** The Fund's Plan Year shall be the consecutive twelve month period beginning on each April 1 and ending on the following March 31.

**Section 6.** The Board of Trustees has the right to recover any amount paid by this Fund in any form to which the participant or beneficiary is determined to be either fully or partially ineligible when the recipient received such amount. The Board may recover such overpayments by any lawful means, including, but not limited to, recoupment of such overpayments from any other current or future benefits paid by the Fund of any kind to which the participant or beneficiary or the overpayment is or may become entitled.

**Section 7.** The Plan shall be administered solely by the Board of Trustees and employees or agents of the Board, acting for it as authorized, and the decisions of the Board of Trustees in all matters pertaining to the administration of the Plan shall be final. The Board of Trustees shall make such rules and prescribe such procedures for the administration of the Plan as it shall deem necessary and reasonable. The Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where its responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, such decision is to be upheld, unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

IN WITNESS WHEREOF, the Trustees of the Sheet Metal Workers Local No. 292 Supplemental Unemployment Benefit Fund, by their signatures below, have executed the 2023 Restated Plan this \_\_\_\_ day of \_\_\_\_\_, 2023

FOR THE EMPLOYER TRUSTEES:

\_\_\_\_\_

FOR THE UNION TRUSTEES:

\_\_\_\_\_



## NOTES

## NOTES



