

**PLUMBERS' LOCAL 98**  
**SUPPLEMENTAL UNEMPLOYMENT**  
**BENEFIT PLAN**

**SUMMARY PLAN DESCRIPTION**



**2021**

## **Preface**

**We are pleased to provide you with this Summary Plan Description for the Plumbers Local 98 Supplemental Unemployment Benefit Trust Fund. As a Summary Plan Description, this document summarizes the terms of the Plumbers Local 98 Supplemental Unemployment Benefit Fund plan document (the "Plan"). The Plan itself comprehensively sets forth the benefits, eligibility rules, exclusions, limitations, and other provisions regarding benefits provided by the Fund. The Plan is available for inspection at any time at the Plan Office, or SUB Fund Office. If there is any conflict between this summary and the Plan, the Plan controls.**

**Although the Trustees expect to continue the Fund indefinitely, they reserve the right to change or terminate the Fund at any time and for any reason, for any group or class of Participants or Dependents, as well as for all such groups. Correspondingly, the Trustees may change the level of benefits provided or eliminate an entire category of benefits for any or all class of Participants at any time and/or for any reason. THERE ARE NO VESTED BENEFITS UNDER THIS PLAN.**

**Please note that the use of any word in this summary in the masculine gender is also intended to be in the feminine gender, and vice versa, where appropriate.**

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## ARTICLE 1 - DEFINITIONS

**Apprentice** means any individual registered as an apprentice with the Metropolitan Detroit Plumbing Industry Training Trust Fund.

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

**Beneficiary** means, on the death of the Participant, the individual(s) designated by the Participant to receive the balance of his/her Individual SUB Account under Section 10.4. If there is no such individual(s) designated, the Participant's Beneficiary shall be, in the following order: (1) the individuals designated by the Participant to receive his/her life insurance benefit from the Plumbers Local Union No. 98 Insurance Plan; (2) the Participant's spouse; (3) the Participant's children; (4) the Participant's parents; (5) the Participant's estate. Notwithstanding, upon a divorce, any prior designation of the ex-spouse as Beneficiary shall be null and void, unless a designation in favor of the ex-spouse is made subsequent to the date of divorce.

**Benefit** means a supplemental unemployment benefit paid to an eligible Participant pursuant to Articles 2, 3, and 4 of this Plan.

**Employee** means:

- (a) any person actively employed by an Employer who is obligated to make Contributions to the Fund on his/her behalf;
- (b) any person employed by the Union for whom Contributions are made to the Fund;
- (c) any person who is employed by the Metropolitan Detroit Plumbing Industry Training Trust Fund for whom Contributions are made to the Fund; or
- (d) any person who is classified as a Temporary Employee.

**Employer** means

- (a) any association, member of the Association, individual, partnership, corporation, trust, municipal or governmental corporation, board of education, or university or college governing board which employs Employees coming under the jurisdiction of the Union, and which has a collective bargaining agreement with the Union, and the terms of which require contributions to the Trust Fund;
- (b) the Union or an affiliate of the Union;
- (c) the Metropolitan Detroit Plumbing Industry Training Trust Fund ("Apprenticeship Fund"), to which the Union and the Association are parties; or
- (d) any other employer who is obliged by a collective bargaining agreement, or other written agreement satisfying the requirements of the National Labor Relations Act and acceptable to the Trustees, to make Contributions to the Fund.

The Union, its affiliates and the Apprentice Training Fund are defined as Employers only for the purpose of enabling them to make contributions on behalf of Employees employed by them, and they shall never participate in the selection of Employer Trustees.

**Month** means the monthly period as shown in the Employer's reporting form.

**Participant** means an Employee, Apprentice, or Temporary Employee who has met the eligibility requirements for participation under the terms of the Plan. Notwithstanding, if such Participant is self-employed as a plumber or is an officer or partner or principal of any Employer, then he shall only be entitled to the benefits under this Plan if disabled, as provided in Section 2.6, below.

**Plan** means the Plumbers' Local No. 98 Supplemental Unemployment Benefit Trust Fund Plan Document.

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

**Temporary Employee** means an Employee who is not regularly employed by an Employer operating in the jurisdiction of Plumbers Local No. 98.

**Trust Agreement** means the Agreement and Declaration of Trust establishing Plumbers Local No. 98 Supplemental Unemployment Benefit Trust Fund, originally effective July 1, 1963, as amended.

**Trustees** mean the Employer Trustees and the Union Trustees, collectively, as appointed under the Trust Agreement.

**Trust Fund or Fund** means Plumbers Local No. 98 Supplemental Unemployment Benefit Trust Fund.

**Union** means Plumbers Local No. 98 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO.

**Week of Unemployment** means a period of seven consecutive days, Monday through Sunday, for which period an eligible Participant is not paid a sum of money by an Employer which is more than 16 times the Participant's straight time hourly rate. If a Participant does not work when scheduled to work, such hours scheduled shall be added to actual hours worked to determine whether such Participant has incurred a Week of Unemployment. Notwithstanding the above, a Participant may work more than 16 hours and still incur a Week of Unemployment, provided he does so within a two day time period, i.e., two 10 hour days. Payment of wages for Show Up Time shall not be used to disqualify a Participant from receiving a benefit under this Section. The Business Manager of Local 98 must certify that the job lasted no more than two working days and that the Employee completed all of his obligations on the job.

## ARTICLE 2 – ELIGIBILITY

**2.1** Subject to section 3.5, once a Participant has established initial eligibility, he is eligible for a supplemental benefit if he has credits in his account and:

- (a) has been laid off by an Employer;
- (b) registers on the Out-Of-Work List of Local 98, in person, within two working days of his lay-off (no benefit will be paid for any period for which a Participant was not on the out of work list);
- (c) registers with the Michigan Unemployment Insurance Agency (UIA) as soon as possible after lay-off;
- (d) brings his UIA check, or UIA Benefit History showing proof of payment, to the SUB Fund Office within 4 weeks after having received the UIA check; and
- (e) files a claim for a Benefit within one week of his lay-off.

No Participant shall receive a benefit for any period earlier than one week prior to any week during which a claim is filed for a Supplemental Unemployment Benefit.

Notwithstanding the foregoing, if the Participant's employment was terminated for unsatisfactory job performance, regardless of whether the termination was labeled a lay off, then no SUB benefit will be paid following such termination of employment.

Notwithstanding the foregoing, after a Participant (1) declines work for an Employer without good cause (as determined in the sole discretion of the Trustees) or (2) voluntarily terminates employment with an Employer, he will not be eligible for Benefits until he subsequently becomes employed and is laid off.

**2.2** A Participant shall be eligible to receive a Benefit for any Week of Unemployment for which he has received a State Benefit or for any Week of Unemployment for which he would have received a State Benefit but is ineligible only because:

- (a) he has exhausted State Benefits;
- (b) he was not employed sufficiently to become entitled to receive such State Benefits;
- (c) he has received Workers' Compensation payments resulting in ineligibility for a State Benefit;
- (d) he has received a weekly disability benefit from Plumbers Local No. 98 Insurance Fund resulting in ineligibility for a State Benefit;
- (e) he had a Week of Unemployment but his earnings for such week made him ineligible to receive a State Benefit.

In the event a Participant is denied a State Benefit only because an Employer was unable or failed to obtain elective coverage under the State Unemployment Compensation System, the Trustees shall have the power to authorize the payment of benefits. A self-employed plumber who returns to the plumbing trade as a Participant shall be eligible for a benefit only if he has actually received a State Benefit during the Week of Unemployment, has earned the required number of credits, and is on the Out-of-Work List of the Union for such week.

When a Participant who is not receiving a State Benefit applies for a Benefit under this Plan, he shall provide the UIA Benefit History setting forth the reasons for his ineligibility. A Participant will not be eligible for a Benefit for any week which is more than four weeks prior to the date this UIA Benefit History is received by the SUB Fund Office.

If a Participant has exhausted the weekly disability benefit from Plumbers Local No. 98 Insurance Fund or is no longer receiving Workers' Compensation, he/she may continue to receive a Benefit if there are credits in the Participant's account, or a balance in the Participant's Individual SUB Account per Section 6.2, provided the Participant is still unemployed and supplies proof acceptable to the Trustees, in their sole discretion, that he/she remains disabled.

**2.3** Benefits are payable when a Participant is eligible and timely applies for benefits under Sections 2.1 and 2.2. A Participant who does not timely apply for benefits is not eligible for retroactive benefits. Notwithstanding, if a Participant establishes reasonable circumstances for an untimely filing, as determined in the sole discretion of the Trustees, the Trustees may allow payment of benefits upon late application once per lifetime per Participant.

**2.4** With respect to any Week of Unemployment for which a Participant has not received a State Benefit (except for one of the reasons set forth in Section 2.2, above) because his right to a State Benefit is being contested through the procedure provided under the State system, a benefit shall be payable from the Fund, so long as the determination or redetermination was favorable to the Participant and it is the Employer who is protesting the determination or appealing the redetermination, provided however, the Trustees may withhold payments upon the filing of a notice by the Employer with the Fund that the payment of State Benefits is being contested. In no event shall a Participant receive more than 13 weeks of Benefits pending the final determination of his right to State Benefits. However, if a Participant receives a Benefit and it is subsequently determined under the State system that the Participant was not entitled to receive a State Benefit for any week or weeks for which a Benefit has been paid, the Fund shall be repaid by the Participant for all such Benefits received from the Fund.

If it is determined that any Benefit paid under the Plan should not have been paid for any reason (e.g. regardless of whether such amounts were paid by mistake, fraud, or any other reason), the Participant shall return the amount of the overpayment to the Fund. Any failure to make repayment shall disqualify the Participant from receiving any further or future benefits until such repayment is completed. Repayment can be made by deducting amounts owed from future benefits until payment is complete.

**2.5** In the event a Participant is denied a State Benefit by an adjudication on the grounds that he has refused suitable employment or has voluntarily left his employment, the Trustees shall have the power to authorize the payment of Benefits notwithstanding a disqualification for State Benefits, if upon application the Trustees determine in their sole discretion that there was good cause for refusing such employment.

**2.6** A Participant who is unemployed and who is receiving a weekly disability benefit from Plumbers Local No. 98 Insurance Fund, or who is receiving Workers' Compensation payments, shall be eligible to receive Benefits only if he receives such disability or Workers' Compensation payments for three or more working days, Monday through Friday, during his Week of Unemployment, provided he is not also paid by an Employer for that week, a sum of money which is more than 16 times the Participant's straight time hourly rate. When an eligible Participant suffers an on-the-job disability while employed by an Employer, for which he receives no Workers' Compensation, he shall be entitled to a benefit from the Fund for any Week of Unemployment caused by the on-the-job disability providing he furnishes satisfactory medical proof to the Trustees that he suffered such disability and that, as a result of the disability, he is unemployed.

This document is a SUMMARY of the plan document. Additional limitations or exclusions may be found in the official plan document, which is available without charge at the Fund Office (248) 641-4988. In the event of a conflict, the Plan terms control.

- 2.7** A Participant shall not be eligible to receive Benefits based upon occupational or non-occupational injury or illness unless, at the time the injury or illness occurs, he was working for or available to work for an Employer.
- 2.8** Any Participant who retires and who applies for and is granted an early or normal pension benefit from Plumbers Local No. 98 Defined Benefit Pension Fund or its predecessor, Plumbers Local No. 98 and Pipefitters Local No. 636 Pension Fund may draw Benefits from this Plan if, subsequent to his retirement, he returns to work under a collective bargaining agreement between Plumbers Local No. 98 and an Employer and is subsequently laid off. Such laid off Participant must continue to meet all the required eligibility provisions of this Plan, such as, for example, being registered on the Local 98 Out-of-Work List and having the required credits to his account. However, at no time, shall a Participant simultaneously and for the same period draw both the pension benefit from Plumbers Local No. 98 Defined Benefit Pension Fund and a SUB benefit from this Plan.
- This Section shall also be applicable to any Participant who retires and takes an early or normal pension benefit from the pension plan of any Employer with whom Plumbers Local No. 98 has a collective bargaining relationship.
- 2.9** A Temporary Employee shall not be eligible to receive Benefits if, at the time of his application for Benefits, or if, while he is drawing Benefits, there is work available in the geographic jurisdiction of his home local.
- 2.10** No Participant shall receive Benefits if he is unemployed because of a labor dispute directly involving the Union and an Employer or because he is voluntarily not working in support of a work stoppage of another building trade union.
- 2.11** Notwithstanding any term of this Plan to the contrary, an eligible Participant may receive a Benefit for one Week of Unemployment for bereavement due to the death of the Participant's spouse, child, or parent. Proof of death, satisfactory in the sole discretion of the Trustees, will be required. Application for this benefit must be made within 4 weeks of the death.
- 2.12** Notwithstanding any term of the Plan to the contrary, if the Local 98 Business Manager and the Executive Director of the Association agree in writing, each in his/her sole discretion, that due to a downturn in industry activity there are insufficient employment opportunities for Apprentices, then a SUB benefit may be paid to Apprentices who have not established initial eligibility or who do not have SUB credits, provided they are registered on the Out-of-Work List of Local 98 and have not declined work for an Employer or voluntarily terminated work for an Employer. The payment of such benefits shall terminate upon written notice from the Local 98 Business Manager to the Executive Director of the Association or from the Executive Director of the Association to the Local 98 Business Manager, each in his/her sole discretion, that such benefits shall cease.

### ARTICLE 3 - CREDITS

**3.1** A credit account shall be maintained by the Fund for each Participant upon whom contributions are received from an Employer. (Any reference in Articles 2, 3, and 4 to an account means this credit account.)

**3.2** Each Participant shall acquire one credit for each month for which any Employer pays contributions covering at least 24 hours of work performed by the Participant in that month, and each Participant shall acquire two credits for each month for which any Employer pays contributions covering forty or more hours of work performed by the Participant in that month.

With approval of the Trustees, excess assets of the Fund may be used to “make up” Employer Contributions on behalf of Participants whose Employer has failed to make same for various reasons, including but not limited to, bankruptcy. However, Contributions will not be made up for any Participant who has an ownership and/or financial interest in the Employer, or for contribution obligations after a strike authorization has been given.

**3.3** No Participant, except an Apprentice, Temporary Employee, and employees brought in via organizing, shall receive benefits under the Plan until 26 credits have been initially credited to his account, and these 26 credits must be acquired within 36 consecutive months.

An Apprentice must be credited with at least six credits to be initially eligible for SUB benefits. Once the Apprentice has been credited with six credits, he will be eligible to draw SUB benefits, but only to the extent of credits which he has acquired. If an Apprentice has his apprenticeship terminated by the Apprenticeship Fund, he shall forfeit all accumulated credits and shall not be eligible for Benefits following his termination.

A Temporary Employee shall not receive benefits under the Plan until 52 credits have been initially credited to his account.

When an Employee is brought in as a result of the organizing, such Employee shall become initially eligible for benefits under the Plan after he has been initially credited with 12 credits acquired within a 12 consecutive month period.

A Participant can accumulate a maximum of 52 credits.

**3.4** One credit shall be canceled for each weekly benefit paid to a Participant. No credit shall be cancelled for unemployment due to certified jury duty of one or two days duration.

**3.5** Once initial eligibility is established, if a Participant has no contributions reported or owing on him for 12 consecutive months, he shall be restored to eligibility upon acquiring 6 credits in a period of 12 consecutive months or less.

If the Participant had accumulated credits at the end of the 12 consecutive month period for which no contributions were reported or owing, such credits shall be forfeited, provided, however, that no credits shall be canceled for any period during which the failure to earn credits during such 12 month period is due to:

- (a) performing work outside of the jurisdiction of the Union while in the employ of an Employer;
- (b) an injury or illness compensable under Workers' Compensation laws;
- (c) illness which has been reported to the Trustees and which is supported by evidence deemed acceptable to the Trustees in their sole discretion;

- (d) service in the Armed Forces; or
  - (e) working outside the geographic jurisdiction of the Union on a travel card because of unemployment in the Detroit Area.
- 3.6** The Trustees also shall have the authority to cancel part or all of the accumulated credits of any Participant upon determining that the Participant was guilty of a material misrepresentation in connection with the Participant's application for benefits.
- 3.7** The credits earned pursuant to §3.2, above, shall be prorated to the extent they are based upon hourly contributions which are lower than the hourly contributions to the Fund required for journeymen and apprentices, respectively, by the collective bargaining agreement between the Union and Association (CBA) in effect at the time such contributions were received. For example, if 24 hours of contributions are received on behalf of a participant but the rate is 50% of the hourly rate required by the CBA for journeymen, then the participant will earn ½ credit.

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

- 4.1** The weekly Benefit payable to a Participant who is a journeyman plumber is as follows:
- (a) For a week of unemployment due to (1) layoff; (2) discharge other than for cause; (3) unavailability of plumber's work; (4) certified non-occupational or occupational injury or illness; (5) certified jury duty; or (6) bereavement: \$250.00, subject to federal and state tax withholdings.
  - (b) For two days of unemployment, Monday through Friday, due to certified jury duty: 2/5 of the Benefit payable for week of unemployment.
  - (c) For one day of unemployment, Monday through Friday, due to certified jury duty: 1/5 of the Benefit payable for week of unemployment.
- 4.2** The weekly Benefit payable to an Apprentice is as follows:
- (a) For a week of unemployment due to (1) layoff; (2) discharge other than for cause; (3) unavailability of plumber's work; (4) certified non-occupational or occupational injury or illness; (5) certified jury duty; or (6) bereavement: \$125.00, subject to federal and state tax withholding.
  - (b) For two or more days of unemployment, Monday through Friday, due to certified jury duty: 2/5 of the Benefit payable for week of unemployment.
  - (c) For one day of unemployment, Monday through Friday, due to certified jury duty: 1/5 of the Benefit payable for week of unemployment.
  - (d) Notwithstanding the above, Apprentices on work permit who have Journeymen contributions paid on their behalf shall receive the Journeymen SUB benefit as set forth in Section 4.1, above.

The above specified benefits in Sections 4.1 and 4.2 shall be the benefits of the Plan as long as the assets in the Fund amount to \$1,500,000 or more. When and if the assets in the Fund amount to less than \$1,500,000, but more than \$1,000,000, the benefits shall automatically drop back to the level of benefits paid by the Plan between May 3, 1976, and December 13, 1976. When and if the assets in the Fund amount to less than \$1,000,000, the benefits shall automatically drop back to the level of benefits paid by the Plan between July 1, 1973, and May 3, 1976.

- 4.3 Benefits shall be paid at intervals to be determined by the Trustees.
- 4.4 No Participant shall receive more than 52 weeks of benefits in a 52 consecutive week period.
- 4.5 Receipt of a Benefit under this Plan during a Week of Unemployment shall be considered a supplemental benefit and not a continuation of wages and therefore shall not have any effect upon the Participant's eligibility for a State Benefit for that week.

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

Notwithstanding the time periods set forth the Plan, the Plan will disregard the period from March 1, 2020, until 60 days after the announced end of the National Emergency related to COVID-19 or such other date announced by the applicable federal agency (the "Outbreak Period") for all participants and dependents in determining the dates related to the filing of claims, and claims and appeal procedures.

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

Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed.

The initial period may be extended by the Fund for up to 90 days, if special circumstances require an extension of the time for processing the claim. In such case, written notice of the extension shall be furnished to the claimant prior to the termination of the initial period. In no event shall such extension exceed 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination.

Notwithstanding, in the case of an application for benefits based upon disability (for purposes of this article, a "disability benefit"), the Fund Office shall notify the claimant of the Fund's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Fund Office. This period may be extended by the Fund for up to 30 days, provided that the Fund Office both determines that such an extension is necessary due to matters beyond the control of the Fund and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Fund Office notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any extension under this provision, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

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

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

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

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

- (a) Appeals must be forwarded to and received by the Fund Office within 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination (i.e. denial of claim). As part of any such appeal, a claimant may submit written comments, documents, records, and other information relating to the claim for benefits.
- (b) A claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.
- (c) Upon appeal, the Trustees will review all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (d) If the appeal is a denial of disability benefits:
  - (1) A review on appeal will not afford deference to the initial denial and an individual who made the initial denial, or a subordinate of such individual will not decide an appeal.
  - (2) In deciding an appeal of a benefit based on medical judgment, the fiduciary deciding the appeal shall consult with a health care professional who has appropriate training in the field of medicine involved (and who was not involved in reviewing the initial claim); and
  - (3) A plan must provide for the identification of any medical or vocational experts whose advice was obtained by the plan in connection with the initial denial, regardless of whether the advice was relied upon.

## **5.4 Trustees Decision on Appeal**

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

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

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

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

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

- (1) The specific reason or reasons for the adverse determination;
- (2) Reference to the specific plan provisions on which the determination is based;
- (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (4) A statement of the claimant's right to bring a civil action under section 502(a) of ERISA; and
- (5) If the appeal is a denial of disability benefits and an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

**5.5 Discretion of Trustees:** The Trustees have full discretionary authority to determine eligibility for benefits, interpret plan documents, and determine the amount of benefits due. Their decision, if not in conflict with any applicable law or government regulation, shall be final and conclusive.

**5.6 Timely Submission of Appeals:** All appeals must be timely submitted. A participant or dependent who does not timely submit an appeal waives his/her right to have the benefit denial further reviewed by the Fund or in a court of law.

- 5.7 Limitations of Actions:** No action may be brought if a Claimant has failed to exhaust the claims and appeal procedures set forth herein. No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the Notice of Decision on Appeal.
- 5.8 National Emergency:** To the extent required by applicable federal law, the Plan will disregard the period from March 1, 2020, until 60 days after the announced end of the National Emergency for all participants and dependents in determining whether a claim or appeal is timely filed. Contact the Fund Office for additional information.

## **ARTICLE 6 –INDIVIDUAL SUB ACCOUNTS**

### **6.1. Individual SUB Accounts**

Pursuant to the terms of the Collective Bargaining Agreement, Employer contributions shall be credited to Individual SUB Accounts established for each Participant.

Individual SUB Accounts are not vested benefits. Permissible uses and benefits provided via the Individual SUB Accounts may be changed, altered, or eliminated in the sole discretion of the Trustees. Further, subject to the terms of the Collective Bargaining Agreement, Individual SUB Accounts can be eliminated in their entirety in the sole discretion of the Trustees.

### **6.2 Permissible Uses of Individual SUB Accounts**

Once a Participant has established Initial Eligibility under Section 3.3, to the extent there are amounts credited to his/her Individual SUB Account, upon the election of the Participant such amounts may be used as follows:

- (a) If a Participant is not eligible for a benefit under Article 2 solely because the Participant does not have credit in his/her account under Article 3, the Individual SUB Account may be used to pay a weekly supplemental unemployment benefit in an amount equal to the amount payable under section 4.1 if the Participant is a Journeyman or section 4.2 if the Participant is an Apprentice. This payment shall be subject to federal and state withholdings.
- (b) If a Participant is eligible under Article 2 for a weekly benefit and the amount payable under sections 4.1 or 4.2 is less than the amount payable as of June 1, 2015, the Individual SUB Account may be used to pay the difference. This payment shall be subject to federal and state withholdings.

**6.3 Termination of Individual SUB Account:** A Participant's Individual SUB Account terminates the earlier of the date (1) he/she becomes employed by a noncontributing employer in the plumbing and pipefitting industry (including self-employment), (2) he/she becomes eligible for a benefit from the Plumbers Local 98 Defined Benefit Pension Fund, or (3) five years after Employer contributions to any Plumbers Local 98 fringe benefit fund are last received on his/her behalf.

**6.4 Payment of Balance upon Death of Participant:** Upon the death of a Participant, the balance in his/her Individual SUB Account shall be paid as a lump sum death benefit to the Participant's Beneficiary.

## ARTICLE 7 – RETIREE HEALTH REIMBURSEMENT ACCOUNTS

**7.1 Eligibility:** A Retiree HRA shall be established for each individual who:

- (a) is receiving a benefit from the Plumbers Local 98 Defined Benefit Pension Fund (Pension Benefit);
- (b) had Employer contributions made on his/her behalf to any Plumbers Local 98 fringe benefit funds within 5 years of the date he/she became eligible for a Pension Benefit; and
- (c) is a member in good standing with the Union.

Once established, the balance in a Retiree's HRA will be permanently forfeited if he/she becomes employed by a noncontributing employer in the plumbing and pipefitting industry (including self-employment).

**7.2 Amount:** A Retiree's HRA shall be credited an amount equal to the balance in the Retiree's Individual SUB Account on the date he/she becomes eligible for a Pension Benefit.

**7.3 Eligible Expenses and Reimbursement**

(a) **Medical expenses are eligible for reimbursement from a Retiree's HRA if such expenses:**

- (1) Were incurred on or after the date on which the Retiree became eligible for an HRA (expenses are incurred when a Participant is provided with medical care that gives rise to the expenses, not when he is billed for or pays for the medical care);
- (2) Qualify as a medical expense under §213 of the Internal Revenue Code (with the exception of over-the-counter drugs, which are not eligible for reimbursement); and
- (3) Have not been reimbursed by or are not reimbursable under any health plan coverage.

(b) **Examples of Eligible Expenses: Eligible reimbursable medical expenses include, but are not limited to, expenses for:**

- (1) Deductibles and co-payments for hospital, physician, prescription drugs, dental and vision care.
- (2) Health services such as hearing aids, vision care, routine physicals, well baby care, counseling therapy, long-term rehabilitation services (alcoholism and drug abuse), and weight reduction programs if they are physician recommended or ordered due to a specific diagnosed medical condition, such as obesity, hypertension, etc. (reduced calorie or diet-related food is not a reimbursable expense).
- (3) Fees in excess of the Fund's benefit limits, including those for orthodontia and psychiatric services.
- (4) Premiums for other health insurance.

(c) **Manner of Reimbursement:** Covered expenses up to the balance in a Retiree's HRA will be reimbursed provided they are submitted within 24 months from the date an Explanation of Benefits (EOB) was provided for the covered expense, or if

no EOB is issued for such expense then within 24 months of the date incurred. All payments for claims will be made directly to the Participant, and not to a provider of service. Checks will generally be drawn bi-weekly.

- (d) **Submission of Claims:** In order to receive reimbursement for an eligible claim, a Participant must complete a claim form and submit it to the Fund. Claim forms are available at the Plan Office. All claims must include (1) a written statement from an independent third party verifying that a medical expense in a specified amount has been incurred (e.g. an EOB covering a medical or dental claim, itemized vision claim or prescription co-payment), and (2) a written statement from the Participant that the expense has not been reimbursed by or is not reimbursable under any other health plan coverage. If payment is made from a Participant's HRA in excess of the correct amount of the claim, the Fund has the right to recover the excess amount of money from the Participant. The Fund also has the right to withhold or deduct from all future payments until the overpayment is returned.
- (e) **Balance in HRA:** The balance in a Retiree's account may be used by his/her Surviving Spouse. Surviving Spouse means that person who was married to the Retiree on the date of the Retiree's death.

## **ARTICLE 8 – MISCELLANEOUS**

- 8.1 If any benefit payment made by the Trustees out of the Trust Fund is unclaimed for a period of two years, it shall revert to and become part of the Trust Fund, free and discharged from any claim therefor. In the event any other payment issued by the Fund, for any reason, has not been redeemed by the payee for a period of 24 months, or such lesser time as set forth on the payment issued by the Fund, such payment is void and reverts to the Plan as a plan asset.
- 8.2 No Employee, former Employee, retired Employee, beneficiary or any person claiming by or through any such person shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of said Plan, and there shall be no vesting of benefits in any Participant, Employee, former Employee or retired Employee.
- 8.3 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 benefits nor the Fund shall, in any manner, be liable for, or subject to the debts or liability of any Participant. If a Participant shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of a legal disability of a Participant or his inability to care for his affairs, the Trustees in their discretion, may terminate his interest in any such benefit, and hold or apply it to or for the benefit of such person, his spouse, children or other dependents, or any of them, in such manner as the Trustees may deem proper.

## ARTICLE 9 – OTHER PROVISIONS

- A. Type of Administration/Plan Administrator/Plan Sponsor:** The Board of Trustees of the Plumbers Local 98 Supplemental Unemployment Benefit Fund is the Plan Administrator and Plan Sponsor. As such, the Trustees are responsible for overall Plan administration. There are three Trustees appointed by the Union and three Trustees appointed by the Association. The current Trustees are:

### Union

Carlo Castiglione  
Plumbers Local 98  
555 Horace Brown Drive  
Madison Heights, MI 48071

Jonathan DeRoo  
Plumbers Local 98  
555 Horace Brown Drive  
Madison Heights, MI 48071

Wade Kovach  
Plumbers Local 98  
555 Horace Brown Drive  
Madison Heights, Michigan 48071

### Association

Christopher Freeman  
MCA Detroit  
14801 W. Eight Mile Road  
Detroit, MI 48235

Carl Evans  
MCA Detroit  
14801 W. Eight Mile Road  
Detroit, MI 48235

Laura Kopack  
MCA Detroit  
14801 W. Eight Mile Road  
Detroit, MI 48235

## LEGAL COUNSEL FOR THE PLAN

Jacqueline Asher Kelly, Esq.  
Michael J. Asher, Esq.  
AsherKelly  
25800 Northwestern Hwy, Suite 1100  
Southfield, MI 48037-0222  
(248) 746-2710

The Trustees have delegated the day-to-day responsibilities for Plan administration to the SUB Fund Office, 555 Horace Brown Drive, Madison Heights, Michigan 48071, (248) 307-9800, and to BeneSys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, (248) 813-9800.

- B. Effective Date of Plan:** 6/1/1963
- C. Agent for Service of Legal Process:** Service of process should be made upon BeneSys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, (248) 813-9800. Service of legal process may also be made upon any Plan Trustee.
- D. Type of Plan/Employer Identification Number/Plan Number:** The Plan is a welfare benefit plan providing supplemental unemployment benefits and health reimbursement accounts. The employer identification number assigned by the IRS is 38-6105923. The Plan Number is 501.
- E. Collective Bargaining Agreements:** The Plan is maintained pursuant to collective bargaining agreements. Copies of such agreements may be obtained upon written request to the Fund Office, or are available for examination by participants and beneficiaries at the Fund Office. Alternatively, within 10 days of a written request, such agreements will be

This document is a SUMMARY of the plan document. Additional limitations or exclusions may be found in the official plan document, which is available without charge at the Fund Office (248) 641-4988. In the event of a conflict, the Plan terms control.

made available at the Union Hall or at any employer establishment where at least 50 or more participants are customarily working. The Plan may impose a reasonable charge for such copies.

- F. Source of Plan Contributions:** The primary source of financing for the benefits provided under this Plan and for the expenses of the Plan operations are employer contributions. The rate of contribution is set forth in the Collective Bargaining Agreement. A portion of the Plan assets is invested and this also produces additional Plan income. A complete list of the employers contributing to the Plan may be obtained upon written request to the Plan Administration Office and may be examined at the Plan Administration Office.
- G. Welfare Trust Assets and Reserves:** The Board of Trustees holds all assets in trust for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.
- H. Statement of ERISA Rights:** The following statement is required by Federal law and regulation: As a participant in the Plumbers Local 98 Supplemental Unemployment Benefit 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 Fund Office and at other specified locations, such as worksites and union halls, all documents governing the plan, including 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 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 welfare benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a welfare 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

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\$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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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.

- I. **Termination of the Plan:** If the Plan is terminated, plan assets shall be used to pay eligible claims and expenses incurred prior to termination and expenses incident to the termination. The Trustees will, in their discretion, allocate any remaining assets in a manner which best effectuates the purposes of the Trust. In no event will plan assets revert to or inure to the benefit of contributing employers or the Association.

