

# **SUPPLEMENTAL UNEMPLOYMENT PLAN**

## **FORMAL PLAN RULES**

### **1. Who is Eligible for Benefits**

The following participants shall, upon compliance with the rules set forth herein, be eligible for the benefits available under the Plan:

Employees and former employees of employers signatory to U.A. Local 393 Collective Bargaining Agreement who contributed to the Supplemental Unemployment Benefit Plan (hereinafter the SUB Plan), subject to the rules below.

### **2. Benefit Credit Account**

- (a) Benefit Credit Account: A Benefit Credit Account will be established for each eligible employee for whom employer contributions have been made to this SUB Plan.
- (b) Initial Benefit Credits: All A List Journeymen, B List Journeymen and Building Trades Apprentices, who worked for one or more contributing employers and/or were registered on U.A. Local 393's Building Trades Joint Hiring Hall out-of-work list from July 1, 1993 through December 31, 1993, will be initially eligible. Employees meeting these requirements will be granted 26 benefit credits in the SUB Plan effective January 1, 1994.
- (c) Accrual Rate: Effective January 1, 1994, for employees who met the requirements of Rule 2(b), and effective July 1, 1993, for all other employees, each employee shall earn one benefit credit for performing, in any month, at least 40, but no more than 80, hours of employment requiring contributions to this plan, and a second benefit credit for performing more than 80 such hours.
- (d) Maximum Benefit Credit Amount: The maximum benefit credit amount an employee may accrue is 26 credits.
- (e) Crediting Procedures:
  - (1) No benefit credits are available to an employee until the employee has accumulated 26 benefit credits in a 24-month period. All benefit credits earned prior to the 24-month period in which the employee satisfied the 26-credit requirement are not eligible to be credited, and will be cancelled.
  - (2) After an employee has accumulated 26 credits in a 24-month period, if the employee suffers a break in contributions to this Plan of 60 months, all of his or her benefit credits shall be cancelled, and the employee's account is subject again to Rule 2(e)(1).
- (f) Use of Benefit Credit: One (1) benefit credit will be cancelled for each weekly SUB payment.

(g) Fraud Against the Plan: If an Eligible employee commits a fraud against the plan his or her benefit credits will be cancelled, and he or she will be permanently barred from having an account and from receiving any benefit payment from this Plan.

For purposes of this Plan, fraud includes, but is not limited to: (1) filing a false claim for SUB benefits; and (2) continuing to draw SUB Plan benefits after you start working, including working in self-employment or as an employee of another person or company, whether you are paid or not.

### 3. Rules for Drawing Earned SUB Benefits

(a) To be eligible to receive SUB Benefits, you must satisfy all three of the following requirements:

(1) Unemployment Insurance Benefit:

(A) You must be receiving California State Unemployment Insurance benefits ("UI"); or

(B) You must satisfy the following requirements:

(i) You must have been laid off from your last employment, and provide written verification thereof from your employer;

(ii) You must have applied for California State Unemployment Insurance benefits ("UI") in accordance with 3(a)(1)(A) above, and have been denied solely on the grounds of having insufficient earnings in your UI base contribution period, and you provide a copy of such the denial of your UI claim; and

(iii) You must provide written verification from U. A. Local No. 393 that you are available for employment in the Plumbing and Pipefitting Industry.

(2) Unemployment and Continuous Availability for Employment: You must be both:

(A) Unemployed for reasons other than expulsion or termination from the U.A. Local No. 393 Joint Apprenticeship Training Fund due to insubordination, bad behavior, misconduct, delinquency, or otherwise pursuant to the Board of Trustees' sole and absolute discretion; and

(B) Registered on U.A. Local 393's Building Trades Joint Hiring Hall A, B, or apprentice out-of-work list continuously since your last employment for which contributions were made to this Plan.

(3) Benefit Accruals: You must have accumulated 26 benefit credits in accordance with Rule 2(e)(1), not thereafter suffered a break in service under Rule 2(e)(2) or had your benefit credits cancelled under Rule 6, and have at least one benefit credit remaining.

Notwithstanding the foregoing, if you become unemployed between January 1, 2008 and December 31, 2009, you may receive up to an additional 13 weeks of supplemental unemployment extension benefit credits if you remain unemployed and registered on U.A. Local 393's Building Trades Joint Hiring

Hall out-of-work list, in accordance with Section 3(a)(2) above, after you exhaust all your earned benefit credits. If you are unemployed at any time in 2010 and as a result you use up all your earned unemployment benefit credits, you may receive up to 26 weeks of additional extension unemployment benefit credits (less any extension benefit credits received by reason of unemployment in 2008 or 2009) if you remain unemployed and registered on U.A. Local 393's Building Trades Joint Hiring Hall out-of-work list, in accordance with Section 3(a)(2) above, after you exhaust all your earned benefit credits. The additional extension benefit credits must be used on or before December 31, 2010, at which time any unused extension benefit credits you still have will expire.

Notwithstanding the foregoing, if an apprentice becomes unemployed between January 1, 2009 and December 31, 2010, he may receive up to 26 weeks of supplemental unemployment benefits even if he has not established his initial eligibility so long as he remains unemployed and registered on U.A. Local 393's Building Trades Joint Hiring Hall out-of-work list, in accordance with Section 3(a)(2) above, and has earned at least one benefit credit. Any benefit credits he subsequently earns shall first be credited toward the benefits he receives under this paragraph before he begins accumulating any benefit credits.

Notwithstanding the foregoing, if a new employee who becomes enrolled in the Plan because he left employment with a non-contributing employer for employment by a contributing employer and subsequently becomes unemployed due to the Layoff provisions of the Collective Bargaining Agreement, he may receive up to thirteen (13) weeks of supplemental unemployment benefits even if he has not established initial eligibility so long as he remains unemployed and registered on the U.A. Local 393 Building Trades Joint Hiring Hall out-of-work list in accordance with Section 3(a)(2) above, and has earned at least one benefit credit. Any benefit credits he subsequently earns shall first be credited toward the benefits he receives under this paragraph before he begins accumulating any benefit credits. This provision shall expire July 1, 2016.

Notwithstanding the foregoing, if an Employee working as a residential plumber for an Employer signatory to a U.A. Local No. 393 Collective Bargaining Agreement becomes unemployed and has provided proof of his or her California State Unemployment Insurance benefits, he or she may receive up to twelve (12) weeks of supplemental unemployment benefits in the amount of \$100 per week even if he or she has not established his or her initial eligibility, so long as he or she remains continuously unemployed and registered on the U.A. Local No. 393 Building Trades Joint Hiring Hall out-of-work list since he or she last worked for an Employer signatory to a collective bargaining agreement with U.A. Local No. 393. Notwithstanding Section 4, a residential plumber satisfying these conditions shall receive a weekly benefit amount of \$100 per week for up to twelve (12) weeks.

Notwithstanding the foregoing, Employees working under the U.A. National Plumbing Service Agreement shall be eligible for supplemental unemployment benefits under this Plan under the same conditions as Employees working in the building trades journeyman classification under the U.A. Local 393 Collective Bargaining Agreement.

- (b) Notwithstanding subsection (a), no benefits will be paid under the following circumstances:

- (1) You will not receive SUB benefits during the one-week waiting period for UI, or if you qualify under Rule 3(a)(1)(B), for the first week after the termination of your last employment (your "SUB waiting period").
- (2) You are not eligible for SUB benefits if you are receiving Social Security, Workers' Compensation, State Disability Insurance, disability or family leave benefits of any kind from the U. A. Local No. 393 Health and Welfare Plan or pension benefits of any kind from the U. A. Local No. 393 Pension Trust Fund.
- (3) You will not be eligible for SUB Benefits for partial weeks of unemployment.

#### **4. Amounts of Benefits**

Until further action of the Board of Trustees, the weekly benefit amount is \$200.

#### **5. How to apply for SUB Benefits**

- (a) You must apply for SUB benefits, in writing, within 180 days from the end of the covered week as printed on the California State Unemployment Insurance ("UI") check stub. If you fail to submit your SUB benefit application within that deadline, your SUB payment starting date will be the date your written application for SUB benefits is received, and all benefits for a preceding period will be lost.
- (b) Subsequent continuing claims must be filed within 180 days from the end of the covered week as printed on the California State Unemployment Insurance ("UI") check stub. If you fail to file a continuing claim within that deadline, your claim will be considered a new claim, with the starting date the date your continuing claim is received, and all benefits for a preceding period will be lost.
- (c) Filing must be in writing and mailed to BeneSys Administrators with the proper forms and check stubs, in accordance with Sections 5(a) and 5(b) above. SUB forms are available from BeneSys Administrators or the Union Office, or you may call (408) 588-3770 to request that they be mailed to you.
- (d) The following is necessary in order to file the first claim for benefits:
  - (1) You must complete and sign an SUB application.
  - (2) You must complete and sign an IRS Form W-4.
  - (3) You must submit a copy of your California State Unemployment Insurance check stub, in accordance with Section 5(a) above.
- (e) A continuing claim requires only a copy of your California State Unemployment Insurance check stub, in accordance with Section 5(b) above, with your name, address and telephone number.

#### **6. Termination for Cause**

- (a) If an employee performs any employment of the type covered by a Collective Bargaining Agreement with U.A. Local 393 for any employer not signatory or otherwise party to an agreement with U.A. Local 393 (without the approval of U.A. Local 393) or engages in such business for his or her own account without being party to such an agreement, then the eligibility of the member shall be terminated and his or her credit account will be cancelled as of the date of commencement of such employment.

- (b) An employee's credit account will be cancelled in the event he or she refuses to leave employment after being notified in writing that his or her employer is not contributing fringe payments.
- (c) An employee's credit account will be cancelled in the event the employee knowingly participates with his or her employer paying less than the full hourly contract rate of wages and or contributions for every hour worked by him or her.
- (d) An employee whose credits are cancelled under this Rule shall have his or her credits calculated under Rule 2(e)(1) as if he or she was a new employee, starting with the first hour of covered employment after the misconduct.

## 7. **Reservation of Rights**

The Board of Trustees of the U.A. Local 393 Health and Welfare Trust Fund reserve the right to amend any provision of the SUB program.

IN WITNESS WHEREOF, the Trustees have approved and adopted this Supplemental Unemployment Plan on this 1st day of November 2019.

Chairman

/s/Steve Flores

Steve Flores

Co-Chairman

/s/Alex Hall

Alex Hall