

**SAGINAW LOCAL 85
PLUMBERS, STEAMFITTERS,
AND HVACR SERVICE TECHNICIANS
SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND**



UA LOCAL 85



SUMMARY PLAN DESCRIPTION

Effective September 1, 2024

PART ONE: **GENERAL INFORMATION**

WHY AM I RECEIVING THIS SUMMARY PLAN DESCRIPTION?

The Saginaw Plumbers and Pipefitters Local 85 Supplemental Unemployment Benefit Fund is furnishing this Summary Plan Description ("SPD") to you so that you have a summary of your benefits. Additionally, Federal law requires that you, as a participant under the Plan (the "Participant") periodically be provided with an SPD. This SPD incorporates all the amendments and benefit updates. **This SPD will supersede and replace all prior Plan SPDs, as well as any Summary of Material Modification that you may have received since that time. This SPD is effective as of September 1, 2024.** You are advised to read this SPD in its entirety and keep it for your records.

As a reminder, this is only a summary of your benefits and rights. The legal rules that govern those benefits and rights are contained in the actual Plan Document. If you wish to view the Plan Document or obtain a copy of it, you can do so by contacting the Benefits Office, whose contact information is listed within this SPD. **In the event of any discrepancy or conflict between this SPD and the provisions of the Plan Document, the Plan Document controls.**

Also, if certain provisions in this SPD are amended or are changed after you receive this document, you will be sent a Summary of Material Modifications ("SMM"), which will explain those changes to you.

WHAT IS THE PURPOSE OF THIS SPD?

The SPD provides a general description of the benefits that are available to both you and your Dependents, including the answers to questions such as:

- How do you or your Dependents become eligible to participate?
- What types of benefits are available?
- How do you file a claim or appeal a claim that has been denied?

DEFINED TERMS

Certain terms will be used in this SPD that have a specific meaning. These terms are defined below and will be capitalized when they appear throughout the SPD. Those defined terms are listed in the attached Appendix A.

WHO IS RESPONSIBLE FOR THE ADMINISTRATION OF THE PLAN?

As required by federal law, your Plan is operated by the Board of Trustees made up of an equal number of representatives from the sponsoring Union, the Plan, the Employers, as well as various Employer associations who contribute to the Plan as required by the Collective Bargaining Agreement. The Plan Trustees are known as the "named fiduciaries," are subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), and, as such, will have the maximum possible discretionary authority to administer all aspects of the Plan's operations, including but not limited to, the exclusive right and discretion to interpret all terms and provisions of the Plan's Governing Documents, such as this Plan, the Trust Agreement, Summary Plan Description, Summary of Material Modifications, policies and procedures, resolutions, directives, or any document, instrument, or record used in the administration of the Plan, as well as any amendments or modifications thereof and to apply the same as they deem appropriate.

The Board of Trustees' original intent is and continues to be the ability to exercise their discretionary authority to the fullest extent permitted by the law, and all Trustee determinations made pursuant to this authority, whether prospectively or retroactively, will be entitled to the highest possible deference allowed by law, in case of review by any court or governmental authority of competent jurisdiction. Unless otherwise expressly provided by applicable law, the Board of Trustees' determination on all matters pertaining to the Plan will be final and binding on all concerned parties to the extent permitted by law.

WHO ARE THE MEMBERS OF THE BOARD OF TRUSTEES?

Labor Trustees

Justin Pomerville, Chairman
UA Local 85
3535 Bay Road
Saginaw, MI 48603
(989) 799-5261

Michael Woods
UA Local 85
3535 Bay Road
Saginaw, MI 48603
(989) 799-5261

Management Trustees

Jason Sample, Secretary
Monarch Welding & Engineering
1566 Tech Drive
Bay City, MI 48706
(989) 684-3400

Ryan Katz
7898 Cranberry Lake Circle
Saginaw, MI 48609
(989) 792-8758

Andrew Martin
W. Soule & Co.
5293 N. Colony Drive, Suite B
Saginaw, MI 48638
(989) 401-7641

WHAT IF I HAVE QUESTIONS?

Throughout this SPD you will be referred to the Plan Administrator or the Fund Office for questions and assistance. The Plan Administrator keeps the Plan's records, is responsible for its day-to-day operations, and has representatives who can assist you with any questions you may have. The Plan Administrator and operator of the Fund Office is BeneSys, and it can be reached at (800) 582-6181 or (248) 641- 4985. The address of the Fund Office is: BeneSys, Inc. P.O. Box 1350, Troy, MI 48099-1350. Notices, payments, and other documents that you may be required to send will almost always be sent to the Plan Administrator, so make special note of its address and contact information.

WHAT IF I WANT TO REVIEW ANY GOVERNING DOCUMENTS?

If you want to review a copy of the Plan Document (and its amendments), Trust Agreement (and its amendments), or latest annual report, please notify the Benefits Office in writing of your request. You may be subject to a fee where permitted by law not to exceed the lesser of (a) the actual cost of production or (b) \$0.25 per page.

GENERAL INFORMATION ABOUT YOUR PLAN

The name of your Plan is the Saginaw Plumbers and Pipefitters Local 85 Supplemental Unemployment Benefit Fund (the "Plan"). The Plan's tax identification number is 38-329639. The Plan number is 501. The provisions of your Plan became effective September 1, 2024 (known as the Effective Date of the Plan), even though you may have participated in a predecessor plan before that date.

The Plan pays a benefit to an eligible Employee who has met the specified requirements of the Plan. Supplemental Unemployment Benefits shall be paid for a period in which you are unemployed as a result of lack of work.

WHO IS THE PLAN'S LEGAL COUNSEL?

The Plan's legal counsel is Novara Tesija Catenacci, McDonald & Baas PLLC. Their address is 888 West Big Beaver Road, Suite 600, Troy, Michigan 48084, and their phone number is (248) 354-0380. The Plan's attorneys are responsible for handling all legal matters that affect the Plan and its operation.

HOW ARE LEGAL DOCUMENTS SERVED ON THE PLAN?

If you wish to serve legal documents on the Plan, the documents should be delivered to the Benefits Office and/or the Plan's legal counsel.

RECIPROCITY FOR WORK IN OTHER UNION JURISDICTIONS

The Board of Trustees has entered into reciprocity agreements with other pension plans covering plumbing, pipefitting, and related crafts throughout the country. Employer Contributions made on your behalf will be transferred from one plan to another, in accordance with the prevailing UA reciprocity agreement. The hours worked for which the contributions are transferred to this Plan will be prorated for eligibility purposes in this Plan.

PART TWO: **ELIGIBILITY FOR BENEFITS AND CREDITS**

ELIGIBILITY

Each person who is covered by the collective bargaining agreement between the Union and the Association and who is employed by a contributing employer is eligible to participate in the Plan. You will become a participant in the Plan as of the date a contributing employer is required by the collective bargaining agreement to make contributions on your behalf.

DO I NEED TO PAY TO PARTICIPATE IN THE PLAN?

No, you are not required or permitted to make any Contribution under the Plan. The Plan is funded by Contributions by contributing Employers to a Trust Fund under the terms of the Plan. A contributing Employer is required to contribute a specified amount for each hour an eligible Employee works for the contributing Employer and those Contributions are made to the Trust Fund.

HOW DO I GET CREDITS?

A credit account is maintained for each eligible Employee. You acquire one credit for each month during which you have worked at least 60 hours but less than 120 hours. You acquire two credits for each month during which you have worked 120 or more hours. You may accumulate up to a maximum of 26 credits. You must

initially accrue 13 credits before you receive any Benefit under the Plan. However, after you have once met the minimum credit requirement, it will no longer apply to you even if your accumulated credits fall below 13.

How Do I Lose Credits?

One credit will be canceled for each week you receive a Benefit from the Plan. In addition, if no Employer Contributions are made on account of hours worked by you for a period of twelve (12) consecutive months, your balance of accumulated credits will be canceled unless:

- You are working outside the Union's jurisdiction and dispatched by another U.A. local union;
- Your absence is due to injury or illness; or
- You are in the active service of the armed forces of the United States

Will I Be Taxed for Using this Benefit?

When you receive a weekly Benefit from the Plan, the value of the Benefit is includable in your gross income. In years in which you receive a Benefit from the Plan, you will receive a federal form W-2 from the Plan Administrator for income tax reporting purposes.

How Long Do My Benefits Continue?

Your benefits will continue as long as you are eligible under the Plan and have credits remaining in your account. Thus, it is possible to receive benefits for as long as twenty-six (26) weeks if you have twenty-six (26) credits in your account and remain eligible for a weekly Benefit.

CAN MY BENEFITS BE SUSPENDED?

Under the following circumstances, your Benefit from the Plan may be suspended, or you may be ineligible to receive a Benefit from this Plan:

- You will be ineligible to receive a Benefit if you have retired and started receiving retirement benefits from any U.A. local union retirement fund or if you are receiving a Social Security retirement pension.
- You will be ineligible to receive a Benefit if your unemployment is due to a labor dispute between the Union and any Employer.
- You will be ineligible to receive a Benefit for any waiting period during which you are ineligible to receive a State Benefit.
- If you receive a Benefit to which you were not entitled, you will be ineligible to receive further benefits from the Plan until you repay the benefit amount to which you were not entitled.
- You will be ineligible to receive a Benefit until you have initially accumulated a minimum number of thirteen (13) credits in your account.

- Your accumulated credits can be canceled if you obtain a benefit from a material misrepresentation or fraud committed upon the Plan.

PART THREE: **RECEIVING BENEFITS**

GENERALLY

The Plan pays a benefit to an eligible Employee who has met the specified requirements of the Plan. Supplemental Unemployment Benefits shall be paid for a period in which you are unemployed as a result of lack of work.

How Do I Receive My Benefits?

- You may receive a Benefit for any week during which you satisfy all the following requirements:
- You are unemployed;
- You are not performing gainful work for an Employer;
- You are eligible for a State Benefit, and
- You have accumulated the required minimum number of credits under the Plan.

If your State Benefit stops because you have received your maximum benefit, you will still be eligible for a Benefit under the Plan if you would still be eligible for the State Benefit except for the exhaustion of your State Benefit.

HOW DO I APPLY TO RECEIVE BENEFITS FROM THIS PLAN?

You must file an application form to receive a Benefit from this Plan. The application form is available from the Plan Administrator. Once you apply for Benefit, your Benefit for each subsequent week is requested by submitting your Michigan Unemployment Insurance Agency or similar record. You must apply by mail or in person within ninety (90) days of the first Monday following the week in which you become eligible to receive a State Benefit. If you fail to file your claim for a Plan Benefit within this ninety (90) day period, your claim for a Benefit from this Plan will be denied. This Plan provision is strictly enforced.

In addition, to ensure there is adequate time to properly review claims, evidence of receipt of State Benefit must be filed with the Plan Administrator by Noon of the Thursday immediately preceding the Friday in which Benefit checks are issued. Your failure to file the necessary proof of receipt of State Benefit will result in your Benefit being issued the following week.

WILL THE BENEFIT I RECEIVE FROM THIS PLAN REDUCE MY STATE BENEFIT?

No. This Plan is a supplemental unemployment benefit plan, which means the Benefit provided by this Plan is in addition to your State Benefit amount.

PART FOUR: **CLAIMS AND APPEALS**

HOW TO SUBMIT A CLAIM FOR BENEFITS

Benefits will only be paid to Participants and their Beneficiaries upon the completion of the appropriate forms. All requests for benefits should be made to the Plan Administrator's office, whose address and telephone number are set forth previously within this SPD.

WHAT HAPPENS IF MY CLAIM IS DENIED?

In the event your Claim is denied, the Plan will send you a notice (called an "Adverse Benefit Determination") explaining the reasons for the denial and outlining your rights to appeal. The notice will include the following information concerning the decision:

- The specific reason for the denial;
- The specific sections of the Plan and/or SPD upon which the denial was based;
- A description of any additional information that is needed and why it is necessary;
- Appropriate information as to the steps you can take if you want to submit his claim for review;
- A description of the Plan's review procedures, the time limits and information on your rights to bring a civil action under ERISA 502(a) against the Plan;
- A statement informing you that if you are going to take legal action under ERISA 502(a), you must do so no later than 1 year from your denial on appeal (or 1 year from the last day you could have filed an appeal).

For disability claims, the denial notice will contain the same information, plus:

- A notice informing you of your right to a written explanation of any exclusion that affects your claim, and a statement that you are entitled to a free copy of any internal rule or guideline that was used in making the decision, and
- If the denial was based on a medical necessity or experimental treatment or other similar limit, an explanation of the scientific or clinical judgment for the determination that applied the terms of the Plan, or a statement that the explanation will be provided free of charge.

CAN I APPEAL AN ADVERSE BENEFIT DETERMINATION?

Yes, you can appeal a denial of your application for benefits. These appeal rights are described below.

How do I file the first appeal?

- **YOU MUST FILE THE CLAIM FOR REVIEW WITHIN A REASONABLE TIME, BUT NOT MORE THAN 60 DAYS (180 FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM.**

If your claim has been denied, and you wish to submit your claim for review by the Trustees, you must follow the Claims Review Procedure:

- Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Plan Administrator, addressed to the Trustees.
- You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees. You must be provided, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claim. A document is considered relevant to the claim if it (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination; or (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the Plan and be consistent when applied to similarly situated claimants.
- Your claim for review must be given a full and fair review. If your claim is denied, you must be provided with written notice of this denial. The written notice will inform you that you must take any legal action related to the denial within one year from the date on the appeal denial letter (if you do not file an appeal, you will have one year from the last day you could have filed an appeal to initiate legal action related to denied benefits). For appeals filed within 30 days of a regularly scheduled Board of Trustees meeting, you must be notified of the decision within 5 days after the second meeting following the receipt of your notice of appeal. For appeals filed more than 30 days before a regularly scheduled Board of Trustees meeting, you must be notified of the decision within 5 days after the next Board of Trustees meeting. There may be times when this period may be extended. This extension may only be made, however, where there are special circumstances that are communicated to you in writing within the applicable period. If there is an extension, a decision shall be made as soon as possible, but not later than the third meeting after receipt by the Plan Administrator of your claim for review.
- The Trustees' decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

- If the determination is adverse, you shall be entitled to receive copies of all documents relevant to the benefit claim and a statement regarding your right to bring a civil action under ERISA Section 502(a) within one year of the appeal denial letter.

- For disability claims, a denial following a claim for review must also contain the following information:
 - If applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request;
 - If the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge to the claimant upon request; and
 - The following statement: “You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

The decision of the Board of Trustees under this procedure is final and binding upon the parties. You must exhaust this claim procedure before having the claim reviewed through other means, including litigation. If you have any questions regarding the filing of a claim for benefits under this procedure, please contact the Fund Office.

IF I DISAGREE WITH THE TRUSTEES’ DECISION ON MY APPEAL, CAN I FILE A LAWSUIT AGAINST THE PLAN?

You may be permitted to bring a legal action under ERISA Section 502(a). Please be advised, however, that the Board of Trustees’ decision under the Claims Review Procedure is final and binding upon you and the Plan. You must exhaust the Claims Review Procedure before you can have your claim reviewed through any other means, including a court or legal action.

You must bring any judicial or extra-Plan administrative action for Plan benefits or clarification of your right to future benefits (including, but not limited to, a civil action under Section 502(a) of ERISA) within one (1) year following the final adverse benefit determination by the Board of Trustees. After the expiration of the one (1) year period, no further action for benefits or to clarify your right to Plan benefits, however characterized or of whatever nature, may be brought by or on your behalf. Moreover, in any judicial extra-Plan administrative action, you are precluded from presenting evidence that you did not timely present to the Trustees as part of the Plan’s review process and timely determination of your claim and appeal.

The Plan generally requires you to exhaust your internal remedies before filing a civil action. If you do not exhaust these remedies, you may be foreclosed from pursuing a civil action until you have done so.

If you are unsure about when or how to provide the required notice, please contact the Plan Administrator.

PART FIVE: **YOUR RIGHTS AND RESPONSIBILITIES**

WHAT ARE MY RIGHTS UNDER ERISA?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:

- Examine, without charge, the Governing Documents, including the Plan Document, insurance contracts, Collective Bargaining Agreements, updated Summary Plan Description, copies of the latest annual report (Form 5500 series), and any documents filed by the Plan with the U.S. Department of Labor, such as detailed financial reports, etc. This examination may take place at the Benefits Office and other specified locations such as the work site or the union hall;
- Obtain, upon written request to the Benefits Office, copies of documents governing the Plan, including the Plan Document, insurance contracts, the Collective Bargaining Agreement, updated Summary Plan Description, and copies of the latest annual report (Form 5500 series). The Benefits Office may make a Reasonable and Customary Charge for the copies.
- Receive a summary of the Plan's annual financial report. The Benefits Office is required by law to furnish each Participant with a copy of this summary annual report; and,
- Obtain a statement telling you what rights you have to benefits offered by the Plan. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The Board of Trustees, who operate your plan and are called "fiduciaries" of the plan, have a duty to do so prudently, and in the interest of you and other Participants and Beneficiaries. No one, including your Employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA. In addition:

- If your Claim for a benefit is denied 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, within certain time schedules.
- Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file a suit in a federal court. In such a case, the court may require the Benefits Office to provide the materials and pay you up to one hundred ten dollars (\$110) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Benefits Office.
- 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 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 concerning a QDRO or QMCSO, you may file suit in federal court. Furthermore, if the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about this statement or your rights under ERISA, you should first contact the Benefits Office and then contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor, listed in your telephone directory or the Division of Technical Assistance & Inquires, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

WHAT HAPPENS WHEN CIRCUMSTANCES OR BENEFITS CHANGE?

Can the Plan or Trust Be Amended?

The Board of Trustees has the right to amend the Plan and Trust at any time. Although the Trustees hope to maintain the present level of benefits and to improve upon them, if possible, a primary concern of the Trustees is to protect the financial soundness of the Plan at all times. The Board of Trustees reserves the right to terminate or make changes, modifications or amendments to the benefits which the Plan provides. In no event, however, can any amendment:

- Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries;
- Cause any reduction in the benefit amount credited to you;
- Cause any part of your Plan assets to revert to an Employer; or
- Eliminate an optional form of distribution.

You will be notified of any important changes to the Plan.

PART SIX: **ADMINISTRATION AND MISCELLANEOUS**

NAMED FIDUCIARIES AND ADMINISTRATION

The Board of Trustees are the Named Fiduciary of the Plan, and they may appoint a person or persons to carry out all or certain of the Board's responsibilities under the Plan. Any allocation of fiduciary responsibilities will be evidenced by a written agreement between the Board of Trustees and the person or persons so appointed. Any person or group of persons may serve in more than one fiduciary capacity under the Plan. The Board of Trustees and any other fiduciary under the Plan may employ one or more persons to render advice in connection with such fiduciary's responsibilities under the Plan.

The Board of Trustees or their designates will perform all necessary duties to assure compliance with the provisions of ERISA including, but not limited to, the retention of consultants and Enrolled Actuaries, the maintenance of adequate records, the filing of reports with the Department of Labor, the Department of the Treasury and the Pension Benefit Guaranty Corporation and the timely release of information to Participants and other persons relating to the operation of the Plan and their respective interests under it.

The Board of Trustees or their designates will have the right to interpret and construe the Plan and to determine all questions of eligibility and status, rights and benefits of employees and other persons entitled to benefits under the Plan. In all such interpretations and constructions, the Board of Trustees' or their designates' determination will be based on uniform rules and practices applied in a nondiscriminatory manner and will be binding on all affected persons.

This SPD is provided to you by the Trustees of the Saginaw Plumbers and Pipefitters Local Union No. 85 Supplemental Unemployment Benefit Fund. For a more detailed statement of your rights and obligations, you should consult the Plan document. This SPD is written in general terms and contains summaries of detailed Plan provisions, with the intent of making them easier to follow. **PLEASE NOTE THAT IN CASE OF ANY CONFLICT BETWEEN THE LANGUAGE OF THE PLAN AND THIS SUMMARY, THE PLAN WILL CONTROL.** In addition to the Plan document and its amendments, the Trustees and the administrative staff may develop administrative guidelines or policies and procedures that cover its operation – all of which will be considered a part of the

overall Plan document that applies to you. The Trustees have the discretionary authority to interpret such documents and their determinations will be final and binding on all Participants and Beneficiaries.

PART SEVEN: **APPENDICES**

APPENDIX A **DEFINITIONS**

- **Association:** The Bay Area Association of the Michigan Plumbing and Mechanical Contractors, Inc.
- **Benefit:** The benefit payable to an eligible employee from the Trust Fund under the eligibility requirements of the Plan.
- **Collective Bargaining Agreement:** A contract or participation agreement between an Employer and the Union that requires fringe benefit contributions to be made to this Supplemental Unemployment Benefit Fund.
- **Contribution Hours:** The hours an Employee worked in Covered Employment for which an Employer has made actual contributions to this Supplemental Unemployment Benefit Fund pursuant to a Collective Bargaining Agreement, or other written agreement. Only the hours for which contributions are actually received by the Fund (i.e., an Employer has paid the contributions to the Plan) will be deemed Contribution Hours.
- **Covered Employment:** Employment with an Employer, for which the Employer has agreed, through a Collective Bargaining Agreement with the Union, or other written agreement, to make contributions to this Plan for work performed by an Employee covered by that Collective Bargaining Agreement.
- **Dependent:** The Spouse and/or Child of a Participant.
 - Your son, daughter, stepchild, adopted Child, Child lawfully placed for adoption or guardianship, or Child meeting the definition of a "foster child" under applicable law that is lawfully placed with you by an authorizing placing agency or by court order, and is under the age of twenty-six (26). A copy of the order of adoption, guardianship or placement order must be provided to the Benefits Office;
 - Any illegitimate Child, so long as the Participant provides the Benefits Office with proof of paternity by presenting a registered birth certificate, naming the Participant as the father, order of filiation or adoption order;
 - Each handicapped Child, who is incapable of self-sustaining employment because of a mental or physical handicap, and who is dependent on you for support and maintenance. (S)he will remain your Dependent and be eligible for coverage so long as you remain eligible for benefits as a Retiree, early Retiree or Disabled Participant; and (b) such incapacity began before the date the

Child's coverage would otherwise terminate under the Plan (for example, the disability began before the Child was age twenty-six (26). Proof of the Child's incapacity must be submitted to the Benefits Office within thirty-one (31) days of the date such Dependent's coverage would have otherwise terminated;

- An individual through a valid order of a court, by the Board of Trustees to be a QMCSO under applicable federal law, which creates or recognizes the right of an alternate recipient to benefits as your eligible Dependent under the Plan; or
- Any person for whom a court has appointed you as his/her legal guardian and who is under the age of twenty-six (26).

→ **Effective Date:** The effective date of this SPD, the effective date of a specific benefit, or the date an Employee or Dependent becomes eligible for benefits. The Effective Date of this Plan will be September 1, 2024.

→ **Employee:** Any person who is or has been employed by an Employer in Covered Employment, or such other employment for which the Employer is obligated by a Collective Bargaining Agreement, or any other written agreement, to contribute to the Plan.

→ **Employer:** Any of the following:

- Any member of an Employer Association and any other individual, partnership, corporation or business entity that is employing the services of individuals performing work that is within the trade jurisdiction of the Union and which has a Collective Bargaining Agreement or any other written agreement in effect, requiring contributions to the Plan;
- Any other Employer engaged in work coming within the trade, craft, and geographical jurisdiction of the Union, who is obligated by a Collective Bargaining Agreement, or such other written agreement, to make contributions to this Plan on behalf of its Employees;
- The Union, and its related international bodies, solely to the extent that it acts in the capacity of an Employer of its business representative or its Employees, provided it agrees to make contributions to the Plan on behalf of such Employees;
- Any training or other similar program operated in whole or in part by the Union, or with its approval, or in which the Union participates;

- Any board of trustees, committee or other agency established to administer or be responsible for fringe benefit plans, educational or other programs established through collective bargaining by the Union, the members of which maintain a collective bargaining relationship with the Union or one of its constituent Locals;
 - Any council, committee, or other body composed of representatives of one or more labor organizations of which the Union or one of its constituent Locals is a member and agrees in writing to participate herein; or
 - Any sponsoring Employer Association, whose members maintain a collective bargaining relationship with the Union, solely in its capacity as an Employer of Employees, on whose behalf it has agreed in writing to make contributions to this Plan.
- **Employer Contributions:** The fringe benefit contributions received by the Fund for each hour worked in Covered Employment. Generally, only contributions received by the Fund will be deemed Employer Contributions for eligibility purposes, except as otherwise provided in this SPD.
- **Industry:** The plumbers, pipefitters, HVACR and related industries within the geographic jurisdiction of the Union.
- **Participant:** An Employee who has met the requirements established by the Board of Trustees to be eligible for benefits under this Plan.
- **Plan Year or Fiscal Year:** The time period of January 1 through December 31.
- **State Benefit:** The full amount of unemployment compensation benefits payable to an Employee for a week of unemployment under the Michigan Employment Security Act and the rules and regulations promulgated pursuant thereto.
- **Spouse:** The individual to whom a Participant is legally married (a marriage certificate will be required as proof of spousal relationship).
- **Third Party Administrator:** "Third Party Administrator" or "TPA" means the company to which the Board of Trustees has delegated certain administrative functions. The TPA is currently Benesys, Inc.
- **Trustees or Board of Trustees:** The Board of Trustees of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local Union No. 85 Supplemental Unemployment Benefit Plan.
- **Union:** The Saginaw 85 Plumbers and Pipefitters Local Union No. 85, its affiliate Local Unions, or any successor thereto.

→ **Week of Unemployment**: A week of unemployment as determined for purposes of the Michigan Employment Security Act.

