



**Plumbers, Pipe Fitters and Mechanical
Equipment Service Local Union No. 392
Supplemental Unemployment Benefit
Trust**

**Summary Plan Description
and
Plan Document**

As amended and restated January 1, 2016

**PLUMBERS, PIPE FITTERS AND MECHANICAL EQUIPMENT SERVICE LOCAL
UNION NO. 392 SUPPLEMENTAL UNEMPLOYMENT BENEFIT TRUST**

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A MESSAGE FROM THE BOARD OF TRUSTEES

We are pleased to provide you with this updated booklet describing the benefits available to you under the Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Supplemental Unemployment Benefit Plan, effective January 1, 2016, unless otherwise indicated. Although this booklet is meant to be an easy-to-understand description of your Plan benefits, it also serves as the Plan Document, which is the Plan's official rules and regulations.

This booklet describes the benefits and the Plan's eligibility rules. Important terms used throughout this booklet are capitalized and defined in the Plan. Please keep this booklet with your other important papers and share this information with your family. If you have questions about information in this booklet, you should contact the Fund Office.

This booklet replaces and supersedes any previous written explanation of the Plan.

IMPORTANT REMINDERS

- Tell your family, particularly your spouse, about this booklet and where it is located.
- Please notify the Fund Office promptly if you change your address.
- Only the full Board of Trustees is authorized to interpret the benefits described in this booklet. No Employer, the Union, nor any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees.
- The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant. You will be notified in writing of any Plan changes.

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PREAMBLE

This Supplemental Unemployment Benefit Plan (the “Plan”) was established as of June 1, 1966, pursuant to the Agreement and Declaration of Trust (the “Trust”) of the same date between the Mechanical Contractors Association of Cincinnati (the “MCA”) and Pipe Fitters Union Local No. 392 (the “Union”).

The purpose of this Plan is to provide Employee welfare benefits described in §501(c)(9) of the Internal Revenue Code of 1986 as amended.

The Plan was amended and restated effective January 1, 1975; consolidated and revised as of April 1, 1981; amended and restated again on June 1, 1991, June 1, 1996, October 29, 2003, and January 1, 2006.

The Plan was amended and restated effective March 31, 2009, as a combined Plan Document and Summary Plan Description. The Plan is now amended and restated again effective January 1, 2016.

SECTION 1: PARTICIPATION AND BREAK IN SERVICE

1.01 Participation.

You are eligible to participate in the Plan if you are employed under a Collective Bargaining Agreement which requires your Employer to make Employer Contributions to this Fund. As of the date of this Plan restatement, Employer Contributions are required for Plumbers, Pipefitters, and MES Journeymen and Apprentices and are not required on behalf of MES Servicemen. Depending on your length of service, you are either a Class B Participant or a Class A Participant (as defined in Section 1.06). Class B Participants are subject to the Break In Service rules. Class A Participants are not subject to the Break In Service rules.

1.02 Class B Participant.

You become a Class B Participant as of the date Employer Contributions are received on your behalf by the Fund Office. As a Class B Participant, you are subject to the Break In Service rules.

1.03 Break In Service.

If you are a Class B Participant, you will incur a Break In Service when there have been no Employer Contributions paid or owed to this Plan on your behalf for a period of twelve (12) consecutive months.

1.04 Grace Period.

Certain periods are considered grace periods and do not count towards a Break In Service. A grace period applies when the lack of Employer Contributions to this Plan on your behalf is due to any of the following circumstances:

- (A) A grace period applies if you are an Apprentice who is involuntarily unemployed, provided you are enrolled and in good standing with the Apprentice Training Program.
- (B) A grace period applies if you are performing work outside the jurisdiction of the Union while in the employ of an Employer having a collective bargaining agreement with the United Association or one of its affiliated local unions.
- (C) A grace period applies if you are disabled due to an injury or illness compensable under workers compensation laws.
- (D) A grace period applies if you are unemployed due to an accident, disease, illness or injury as determined by the medical evidence presented to the Trustees. A grace period shall not apply to unemployment due to self-inflicted injuries or chemical substance abuse.
- (E) A grace period applies if you are in the military service of the United States of America.

1.05 Termination of Participation.

Your participation as a Class B Participant is terminated and your Credits are cancelled when you incur a Break In Service.

Class A Participants are not subject to the Break In Service rules. For a Class A Participant, your participation is terminated and your Credits are cancelled upon your death or retirement under the Pension Fund.

1.06 Class A Participant.

A Class A Participant is not subject to the Break In Service rules. As a Class B Participant, you shall become a Class A Participant as follows:

- (A) Once you complete 1,200 hours of Credited Service per year for four consecutive years during any 48-month period.
- (B) Once you attain Journeyman status by successfully completing the plumbers and pipe fitters Apprenticeship Training Program.
- (C) If you are a Class B Participant who initially participates in the Plan as a result of the Union's employer organization process or as the result of a Union merger, and who has not attained four years of Credited Service under Section 1.06(A) during the first four years of such classification, you shall become a Class A Participant once you complete four (4) consecutive periods (of at least a year) during which you attained a minimum of 1,200 hours of Credited Service during each period, unless otherwise specified in a merger agreement.
- (D) If you are a Class B Participant who performs mechanical equipment services, and who has not attained four years of Credited Service under Section 1.06(A) during the first four years of such classification, you shall become a Class A Participant once you complete four (4) consecutive periods (of at least a year) during which you attained a minimum of 1,200 hours of Credited Service during each period.
- (E) If you are a Class B Participant who has a home local other than Local 392, and who has not attained four years of Credited Service under Section 1.06(A) during the first four years of such classification, you shall become a Class A Participant once you complete four (4) consecutive periods (of at least a year) during which you attained a minimum of 1,200 hours of Credited Service during each period.

1.07 Owner-Member Disqualification.

- (A) If you are a Union member and also own an interest in a company that is signatory to the Collective Bargaining Agreement (an owner-member), you are not eligible to receive any benefits under this Plan.
- (B) An owner-member is an Employee who is not subject to being referred for employment by the Union and who owns or controls a management interest in a company that is a party to the Collective Bargaining Agreement.

1.08 Allocation of Contributions and Reciprocity Agreements.

If Local 392 is not your home local and you work temporarily for an Employer who makes Employer Contributions on your behalf to the SUB Fund, the Employer Contributions are allocated as follows:

- (A) When your home local sponsors a supplemental unemployment benefit plan and the trustees of such plan have entered into a Reciprocal Agreement with the SUB Fund, Employer Contributions paid on your behalf shall be paid periodically to your home local plan.
 - (1) The SUB Fund may deduct any administrative service charges required by the Reciprocal Agreement when making payments to your home local plan.

- (2) Under this circumstance, the eligibility for and payment of benefits are determined by your home local plan and you have no right to any benefits under the SUB Fund.
- (B) When your home local sponsors a supplemental unemployment benefit plan and the trustees of such plan have **not** entered into a Reciprocal Agreement with the SUB Fund **or** when your home local does **not** sponsor a supplemental unemployment benefit plan, Employer Contributions paid on your behalf shall remain in the SUB Fund and you shall be treated as a Class B Participant who has a home local other than Local 392. As a Class B Participant who has a home local other than Local 392, you are not eligible to receive any benefits under this Plan until you become a Class A Participant pursuant to Section 1.06(E).

SECTION 2: CREDITS

2.01 Establishment of Credit Account.

A Credit Account shall be established for you if an Employer makes Employer Contributions to this Fund on your behalf.

2.02 Credit Acquisition.

You can acquire a maximum of two Credits per month. You earn one Credit if you work at least eight but less than sixteen hours. You earn two Credits if you work sixteen or more hours during a month. A month for this purpose is the period used on the Employer's monthly reporting form.

2.03 Minimum Credits.

- (A) Before receiving any benefits under this Plan, you must initially qualify by first acquiring a minimum of twelve Credits within a twelve consecutive month period.
- (B) After initial qualification as required in Section 2.03(A) above, you can draw benefits to the extent that you have Credits in your Credit Account.
- (C) If your Credits are cancelled because your participation is cancelled under Section 1.05, then before receiving any benefits under this Plan you must re-satisfy the twelve Credits within the twelve consecutive month requirement in Section 2.03(A).

2.04 Maximum Credits.

You can add Credits to your Credit Account until you reach the maximum of fifty-two Credits. If your Credit Account drops below the fifty-two Credits, you may add additional Credits up to the maximum.

2.05 Use and Cancellation of Credits.

- (A) One Credit is subtracted from your Credit Account for each week that you receive a Weekly SUB Benefit.
- (B) One-seventh ($1/7$) Credit is subtracted from your Credit Account for each day that you receive an Accident and Sickness (A&S) Benefit.
- (C) One-fifth ($1/5$) Credit is subtracted from your Credit Account for each day that you receive:
 - (1) A Jury Duty Benefit,
 - (2) A Military Duty Benefit, and
 - (3) A Family Leave Benefit.
- (D) You are not permitted to receive more than one type of benefit at a time.
- (E) You are not eligible for any benefits from this Plan if you have exhausted all of the Credits in your Credit Account.

- (F) Failure to repay any amount determined by the Trustees to have been paid in error shall result in the cancellation of part or all of your accumulated Credits and bar you from using any Credits to secure benefits otherwise available under the Plan.
- (G) A determination by the Trustees that you are guilty of a material misrepresentation of fact in connection with your application for benefits shall result in the cancellation of part or all of your accumulated Credits and bar you from using any Credits to secure benefits otherwise available under the Plan.

2.06 Restoration of Credits.

If you have recovered monetary damages to compensate you for your inability to work due to an injury or sickness in a workers compensation or tort action against your Employer, an insurance company or a third party, you can restore the Credits you used to receive A&S Benefits by repaying the amount of the benefit that you received for each Credit you used.

In order to restore used Credits, you must repay the amount of the benefit within 30 days following your receipt of funds from any party. If you fail to repay the Fund within 30 days, you will remain responsible to the SUB Fund for all amounts you recovered as monetary damages and you will not be able to restore Credits for future use.

2.07 Cancellation of Credits Due to Termination of Participation.

Your Credits are cancelled when you terminate participation pursuant to Section 1.05.

SECTION 3: SUB BENEFIT ELIGIBILITY

3.01 General.

The use of Credits under Section 2.05 for SUB Benefits is conditioned upon and subject to the eligibility requirements of this Section 3.

3.02 Initial Eligibility to Receive SUB Benefits During a Period of Unemployment.

In order to be eligible to receive SUB Benefits for a Period of Unemployment, you must have your employment involuntarily terminated, be eligible for State Benefits (unless one of the exceptions in 3.06 applies), receive no job referrals from the Union hiring hall and file a completed application for SUB Benefits with the Fund Office. You shall receive SUB Benefits for the week that your Period of Unemployment begins if you meet the requirements in (A) and (B) as follows:

- (A) You must report to the hiring hall within two Work Days after your employment was terminated and before the end of the last Work Day during the week that your employment terminated. The Trustees have the ability to declare in writing that reporting to the hiring hall is not required.
- (B) You earn gross wages during the week that your employment was involuntarily terminated in an amount that is equal to or less than twenty-four (24) multiplied by the hourly wage rate payable to your employee classification as established in the most current Main Agreement.

If you fail to qualify for SUB Benefits for the week that your Period of Unemployment begins, you shall next be eligible to receive SUB Benefits for a Period of Unemployment on the first Monday on or after the day you first report to the hiring hall.

Exception: If your employment is terminated on the last Work Day of the week, you have until the Tuesday following your termination week to report to the hiring hall to be eligible to receive SUB Benefits for the week following your termination week.

Example #1:

John is terminated on Tuesday. If he is otherwise eligible for benefits and reports to the hiring hall on or before Thursday of that same week, he will receive SUB Benefits for that week. However, if John does not report until Friday of that same week, he will not be eligible to receive SUB Benefits until the week after his termination.

Further, if John waits until Tuesday of the week after he was terminated to first report to the hiring hall, he will not be eligible for SUB Benefits until the next Monday which is two full weeks after his termination date.

Example #2:

Tom is terminated on Monday and the hiring hall is closed for a holiday on Tuesday during the week of termination. If he is otherwise eligible for benefits and reports to the hiring hall on or before Thursday of that same week, he will receive SUB Benefits for that week because he reported within two Work Days after taking into account the Tuesday holiday.

Example #3:

Bill is terminated on Thursday and the hiring hall is closed for a holiday on Friday during the week of termination. He is otherwise eligible, but does not report to the hiring hall until Tuesday after the holiday. He is not eligible to receive SUB Benefits for the termination week because he did not report before the end of the termination week which ends on Thursday due to the Friday holiday. However, Bill is eligible for SUB Benefits for the week following his termination week because he reported by Tuesday of the week following his termination week pursuant to the Exception at the end of Section 3.02.

3.03 Continued Eligibility for SUB Benefits for a Period of Unemployment.

Once you establish initial eligibility for SUB Benefits during a Period of Unemployment under Section 3.02, in order to be eligible to receive SUB Benefits for subsequent weeks (up to a total of 52 weeks for a Period of Unemployment), you must meet all of the requirements in (A) and (B) as follows:

- (A) You must meet all the Union’s hiring hall rules for the week for which you are seeking the benefit and receive no job referrals from the hiring hall during the week for which you are seeking the benefit. The Union will supply the Fund Office with a list of eligible members.
- (B) You must present one of the following to the Fund Office (in person, via facsimile or via email) during each week that you are seeking SUB Benefits for a Period of Unemployment:
 - (1) Your State Benefit check;
 - (2) Other proof of receipt of a State Benefit satisfactory to the Trustees; or
 - (3) Proof that you meet one of the exceptions in Section 3.06.

3.04 Cessation of SUB Benefits.

You become ineligible to receive further SUB Benefits for a Period of Unemployment if one of the following events occurs:

- (A) You return to Covered Employment with an Employer.
- (B) You refuse a job referral at the Union hiring hall.
- (C) You fail to take or pass a drug test that is required as a condition of employment for an Employer.
- (D) An Employer that has designated you as “not for rehire” on the Union hiring hall out-of-work list makes a request for Employees and your name comes up for referral.
- (E) You fail to comply with all of the Union hiring hall rules pertaining to eligibility for referral, including any requirement to have and/or maintain a drug free work card and a requirement that you are up to date on the payment of Union dues.
- (F) The Business Manager, a Business Agent, or Union representative is unable to reach you for two consecutive Work Days.

When your eligibility for SUB Benefits ends, you must meet the requirements of initial eligibility (Section 3.02) to be eligible to receive future SUB Benefits. Please note that this will not occur prior to your return to work under a United Association Collective Bargaining Agreement.

3.05 Application Requirements.

In order to meet the application requirement in Section 3.02, you must complete an application at the Fund Office and demonstrate proof of the receipt of State Benefit by presenting one of the following:

- (A) Your State Benefit check;
- (B) Other proof of receipt of a State Benefit satisfactory to the Trustees;
- (C) Evidence that establishes that you have met any state required waiting period eligibility requirements for a State Benefit; or
- (D) Proof that you meet one of the exceptions in Section 3.06.

3.06 Exception to Receipt of State Benefit Requirement.

The following are exceptions to the requirement regarding the receipt of State Benefits in Sections 3.02, 3.03 and 3.05:

- (A) You were not employed sufficiently to become entitled to receive a State Benefit.
- (B) You have exhausted your right to receive a State Benefit and you demonstrate this fact by submitting a letter from the agency that administers the State Benefits which states that said benefits are exhausted.
- (C) You became involuntarily unemployed from your full-time employment but are ineligible for State Benefits due to part-time employment as an instructor in the Apprentice Training Program.
- (D) You became involuntarily unemployed as an Employee in Covered Employment but are ineligible for State Benefits due to part-time work in non-Covered Employment that is not Trade Work, provided that your gross wages for the week that you are seeking SUB Benefits are in an amount that is equal to or less than twenty-four (24) multiplied by the hourly wage rate payable to your employee classification as established in the most current Main Agreement. If the Fund Office is aware of any such work performed during the week in question, no SUB Benefits will be payable unless you provide a pay stub or other proof that your gross wages for the week are in an amount equal to or less than twenty-four (24) multiplied by the hourly wage rate payable to your employee classification as established in the most current Main Agreement.

3.07 Exclusions from Receipt of SUB Benefits during a Period of Unemployment.

You shall be ineligible to receive SUB Benefits during a Period of Unemployment if one of the following circumstances applies to you:

- (A) You voluntarily terminate your employment with an Employer.
- (B) You work outside the jurisdiction of Local 392 after refusing a referral that you were offered.
- (C) You are seeking SUB Benefits for vacation purposes in lieu of working.

- (D) You are not a member of Local 392 and there is work available in the locality of your local union, or if you are a member of another union that has a supplemental unemployment benefit plan which has executed a Reciprocal Agreement with the SUB Fund.
- (E) You become unemployed because of a labor dispute directly involving Local 392 and any Employer with whom the Union has or has had a Collective Bargaining Agreement immediately prior to the occurrence of the labor dispute.
- (F) You are voluntarily not working in support of another building trades union.

SECTION 4: SUB BENEFIT AMOUNT

4.01 Amount of the Weekly SUB Benefits.

- (A) The amount of your SUB Benefits are paid based on the Weekly SUB Benefit. The Weekly SUB Benefit is paid at the Standard Percentage or the Enhanced Percentage of the **gross weekly wage** depending on the reserves of the Plan in accordance with the following Tiered Benefit Structure:

TIERED BENEFIT STRUCTURE			
Tier	Total Reserve Level	Standard Percentage	Enhanced Percentage
1	\$10,000,000 and above	22%	47%
2	\$9,000,000 to \$9,999,999	19%	44%
3	\$8,000,000 to \$8,999,999	18%	42%
4	\$7,000,000 to \$7,999,999	17%	40%
5	\$6,000,000 to \$6,999,999	16%	36%
6	Under \$6,000,000	15%	32%

Reserves will be determined as of the end of each calendar quarter (the determination date) and if a change in reserves results in a change in tier levels, the change in the Standard and Enhanced Percentages will be implemented as of the corresponding implementation date as follows:

TIER DETERMINATION AND IMPLEMENTATION	
Determination Date	Implementation Date
March 31	May 1
June 30	August 1
September 31	November 1
December 31	February 1

Example: If a change in reserves as of June 30, 2009, results in a change from Tier 1 to Tier 2, the change in the Standard Percentage from 22% to 19% and in the Enhanced Percentage from 47% to 44% is implemented as of August 1, 2009.

(B) If you are a Class A Participant, your **gross weekly wage** is calculated as follows:

$$\begin{array}{l} \text{Forty} \\ (40) \end{array} \times \begin{array}{l} \text{your applicable wage rate as established in the} \\ \text{most current Collective Bargaining Agreement at} \\ \text{the time benefits are payable} \end{array} = \begin{array}{l} \text{gross weekly wage for} \\ \text{Class A Participants} \end{array}$$

(C) If you are a Class B Participant who is a plumber Apprentice or a pipe fitter Apprentice, your **gross weekly wage** is calculated as follows:

$$\begin{array}{l} \text{Forty} \\ (40) \end{array} \times \begin{array}{l} \text{your applicable wage rate as established in the} \\ \text{most current Collective Bargaining Agreement at} \\ \text{the time benefits are payable} \end{array} = \begin{array}{l} \text{gross weekly wage for} \\ \text{Class B Participants} \end{array}$$

(D) If you are a Class B Participant who initially participates in the Plan as a result of the Union's employer organization process or union merger, or who performs mechanical equipment services, your **gross weekly wage** is calculated as follows:

$$\begin{array}{l} \text{Forty} \\ (40) \end{array} \times \begin{array}{l} \text{the hourly wage rate (as established in the most} \\ \text{current Collective Bargaining Agreement at the} \\ \text{time benefits are payable) of an Apprentice of} \\ \text{like tenure determined below in Section} \\ \text{4.01(D)(1) - (4)} \end{array} = \begin{array}{l} \text{gross weekly wage for} \\ \text{Class B Participants} \end{array}$$

- (1) Upon becoming a Class B Participant, your hourly wage rate in the above equation shall be equal to a 1st Year Apprentice.
- (2) The hourly wage rate in the above equation will continue at this rate until you advance to the tenure of the next level of Apprentice (2nd Year Apprentice, 3rd Year Apprentice and 4th Year Apprentice).
- (3) You advance to the tenure of the next level of Apprentice by completing two requirements:
 - (i) The completion of a 12 consecutive month period starting the day your tenure was established at the current level of Apprentice; and
 - (ii) The completion of 1,200 hours of Credited Service.

If, after 12 months, you have not attained 1,200 hours of Credited Service, then your tenure remains unchanged until you attain 1,200 hours of Credited Service.

Once you attain 1,200 hours of Credited Service, your tenure shall advance to the next level of Apprentice.

- (4) The rules of attaining the tenure of the next level of Apprentice continue until you attain Class A Participant status as provided under Section 1.06.

For Example:

Joe Smith became a Journeyman member of the Union when his employer was organized on May 1, 2001. From May 1, 2001 through April 30, 2002 (when he was laid off), Joe Smith attained 1,000 hours of Credited Service. On May 1, 2002, Joe applied for SUB Benefits and his gross weekly wage was calculated by multiplying 40 by the wage rate of a 1st Year Apprentice.

Joe was out of work for several months. On September 30, 2002, Joe returned to work for an Employer. As of December 1, 2002, Joe had attained more than 1,200 hours of Credited Service and his tenure advanced to the level of a 2nd Year Apprentice more than 18 months after he began participating in the Plan. He was then laid off. Joe applied for SUB Benefits on December 16, 2002 and his gross weekly wage was calculated by multiplying 40 by the wage rate of a 2nd Year Apprentice.

He then was able to work fulltime (2,000 hours of Credited Service per year) for the next four years and attained the tenure of a 3rd year Apprentice on December 1, 2003, 4th Year Apprentice on December 1, 2004 and became a Class A Participant on December 1, 2005 when he completed four consecutive periods (of at least a year) during which he attained at least 1,200 hours of Credited Service during that period.

- (E) If you are a Class B Participant who has a home local other than Local 392, you are not entitled to SUB Benefits until you become a Class A Participant pursuant to Section 1.06(E).

4.02 Standard and Enhanced Percentage Determination.

- (A) Standard Percentage: If you are receiving state and/or federal unemployment benefits, your Weekly SUB Benefit will be paid at the Standard Percentage.
- (B) Enhanced Percentage: After you have exhausted all state and/or federal unemployment benefits (including any applicable extensions), your Weekly SUB Benefit will be paid at the Enhanced Percentage unless any limitations apply. You must show proof of such exhaustion to the Fund Office to be eligible for a benefit at the Enhanced Percentage.

The Board of Trustees may, in their discretion, authorize payment of the Weekly SUB Benefit at the Enhanced Percentage if you became involuntarily unemployed due solely to removal from an Employer who failed to pay the wages and Employer Contributions required under the Collective Bargaining Agreement and/or any applicable Trust Agreement.

4.03 Limitations on Payment of Weekly SUB Benefit.

Payment of the Weekly SUB Benefit is subject to the following limitations:

- (A) You shall not be able to receive SUB Benefits (including SUB Benefits paid at the Standard Percentage and the Enhanced Percentage) for more than 52 weeks during any Period of Unemployment.

- (B) You shall not be paid SUB Benefits at the Enhanced Percentage until you have received SUB Benefits at the Standard Percentage for a total of 26 weeks during the previous 12 consecutive month period.
- (1) This 26-week requirement is extended for an additional period of time equal to the number of weeks between each job refusal (as determined by the Union) and the date you return to Covered Employment.

For Example:

On January 14, 2008, Robert refused a job referral from the Union hiring hall. Robert returned to Covered Employment with an Employer on March 10, 2008. Eight weeks elapsed between the time that Robert refused the job referral and returned to Covered Employment.

On June 1, 2008, Robert was involuntarily terminated from his employment with an Employer. He applied for SUB Benefits on June 2, 2008, and received SUB Benefits for the week of June 1, 2008. Robert continued to receive SUB Benefits for each of the next 25 weeks at the Standard Percentage as calculated in Section 4.01. Upon receiving his 26th check at the Standard Percentage, Robert sought SUB Benefits for the following week at the Enhanced Percentage. However, according to Section 4.03(B)(1), Robert must receive SUB Benefits at the Standard Percentage for the next eight weeks (the 27th through the 34th weeks of unemployment) due to the time elapsed between his job referral refusal and his return to Covered Employment.

- (2) Any temporary total disability benefits you receive under a state workers compensation law shall be applied towards satisfying the 26-week requirement. You must show proof of these disability benefits to the Fund Office if you want to apply such payments toward satisfying the 26-week requirement.

4.04 Equalization of Benefits.

If you are receiving state unemployment compensation benefits from a state other than Ohio, your Weekly SUB Benefit shall be increased or decreased so that the combined total of your State Benefit and Weekly SUB Benefit is equal to the combined total of the State Benefit and Weekly SUB Benefit of a Participant of the same state classification receiving a State Benefit from the state of Ohio.

For Example:

*Assume that George is a Class A Participant and his wage rate under the current Collective Bargaining Agreement is \$28.39 per hour. George's **gross weekly wage** is \$1,135.60 and his Weekly SUB Benefit is \$215.76 (19% of his **gross weekly wage** as calculated in Section 4.01). George is receiving \$415.00 per month from the state of Kentucky as a State Benefit. The State Benefit payable to a similarly classified worker in Ohio is \$365.00. Therefore, due to the greater amount paid by the state of Kentucky (\$415.00 – 365.00 = \$50.00) and pursuant to Section 4.04, George's Weekly SUB Benefit shall be decreased to \$165.76 (\$215.76 – \$50.00).*

SECTION 5: ACCIDENT AND SICKNESS (A&S) ELIGIBILITY

5.01 General.

The use of Credits under Section 2.05 for Accident and Sickness (A&S) Benefits is conditioned upon and subject to the eligibility requirements of Section 5.

5.02 Eligibility for A&S Benefits.

In order to be eligible for A&S Benefits for your first and subsequent weeks of Disability, up to a maximum of fifty-two (52) weeks per Disability, you must meet the following requirements:

- (A) You must sustain a Disability and be unable to work as a result of an accident or sickness;
 - (1) Disability shall mean that you are unable, solely as a result of your accident or sickness, from performing each and every duty pertaining to your occupation in Covered Employment and are not performing any other work or engaging in any other occupation or employment for wage or profit.
 - (2) However, if you are working as a part-time instructor in the Apprentice Training Program and are otherwise eligible to receive A&S Benefits, you shall not be disqualified from receiving A&S Benefits as a result of such part-time employment.
- (B) Your Disability must continue for at least seven (7) consecutive days (waiting period) before you become eligible to receive A&S Benefits;
 - (1) If your Disability due to an accident continues for eight (8) or more consecutive days, A&S Benefits shall retroactively be paid for the first seven (7) days of Disability.
 - (2) If your Disability due to sickness continues for fifteen (15) or more consecutive days, A&S Benefits shall retroactively be paid for the first seven (7) days of Disability.
- (C) You must be under the care of a physician;
- (D) If you have sustained Disability due to a Work Related Accident or Sickness (as defined in Section 6.02(A)), you must provide the State Industrial Claim Number to the Fund Office within three days from the date you receive notice of the number; and

If you fail to furnish your State Industrial Claim Number to the Fund Office within three days from the date you received notice of the number, the Trustees have the right to terminate or suspend your A&S Benefits.
- (E) If the Board of Trustees finds it necessary, you may be required to perform one or all of the following:
 - (1) You may be required to provide the Board of Trustees with any medical information as the Board deems appropriate to support and/or evaluate your claim;
 - (2) You may be required to execute an authorization allowing the Board of Trustees to copy and review hospital and medical records relating to your claim for Benefits; and

- (3) You may be required to submit to an examination (physical, mental, or both) by a physician selected by the Board of Trustees to examine your injury or sickness that is the basis of your claim made under any of the provisions of this Plan when and as often as the Board may reasonably require during the pendency of such claim.

5.03 A&S Benefits Limitations.

- (A) If you are receiving disability benefit payments from the Social Security Administration, you shall be ineligible to receive A&S Benefits for months that you received such disability benefit payments. This limitation does not affect eligibility to receive A&S Benefits during the six-month waiting period prior to receiving disability benefit payments from the Social Security Administration.
- (B) If you are otherwise eligible to receive A&S Benefits and are receiving wages pursuant to an Employer's wage continuation policy or plan, you shall be excluded from receiving A&S Benefits from this Plan to the extent that you are paid or reimbursed such wages from your Employer. The gross amount of wages paid or reimbursed by your Employer during, or for, your Period of Unemployment shall be the amount used to determine the amount of A&S Benefits that are excludable by this Plan under such circumstances.
- (C) If your Disability is due to participation in an alcohol and/or substance abuse treatment program, A&S Benefits shall only be paid after certification of the Disability and treatment by a physician. A&S Benefits shall not be paid if your participation in an alcohol and/or substance abuse treatment program is Court ordered. A&S Benefits shall be limited to no more than two (2) weeks following the date of discharge from a course of treatment.

5.04 Mechanical Equipment Service Employee Exception.

Generally, MES Servicemen are eligible for Disability insurance under the Welfare Fund and MES Journeymen are eligible for Disability insurance under this Plan.

However, in the event you are an Apprentice or MES Serviceman whose Employer submits Employer Contributions on your behalf to the SUB Fund, you may be eligible for A&S Benefits under this Plan and the Welfare Plan as a Class B Participant for the same period of Disability. In the event that occurs, you must exhaust your A&S Benefits before receiving any benefits under the Welfare Plan. You may not receive duplicate benefits.

5.05 Successive Periods of Disability.

If you are covered by this Plan and you have sustained Disability for successive periods separated by less than one week of return to active work (or return to the status of availability for active work), then both periods shall be considered as the same continuous period, unless you subsequently sustain Disability due to an accident or sickness entirely unrelated to the cause for which you previously had sustained Disability and commences after an intervening return to active work (or the status of availability for active work) for at least one day.

SECTION 6: A&S BENEFIT AMOUNT

6.01 Amount of the Weekly A&S Benefits.

- (A) The amount of your A&S Benefit is paid based on the Weekly A&S Benefit. The Weekly A&S Benefit is paid at the A&S Percentage of the **gross weekly wage** depending on the reserves of the Plan in accordance with the Tiered Benefit Structure.

TIERED A&S BENEFIT STRUCTURE		
Tier	Total Reserve Level	A&S Percentage
1	\$10,000,000 and above	55%
2	\$9,000,000 to \$9,999,999	52%
3	\$8,000,000 to \$8,999,999	50%
4	\$7,000,000 to \$7,999,999	48%
5	\$6,000,000 to \$6,999,999	44%
6	Under \$6,000,000	40%

Reserves will be determined as of the end of each calendar quarter (the determination date) and if a change in reserves results in a change in tier levels, the change in the A&S Percentage will be implemented as of the corresponding implementation date as follows:

TIER DETERMINATION AND IMPLEMENTATION	
Determination Date	Implementation Date
March 31	May 1
June 30	August 1
September 31	November 1
December 31	February 1

Example: If a change in reserves as of June 30 2009, results in a change from Tier 1 to Tier 2, the change in the A&S Percentage from 55% to 52% is implemented as of August 31, 2009.

- (B) If you are a Class A Participant or a Class B Participant who is a plumber or pipe fitter Apprentice, your **gross weekly wage** is calculated as follows:

$$\text{Forty (40)} \times \begin{array}{l} \text{your applicable wage rate as established in the} \\ \text{most current Collective Bargaining Agreement at} \\ \text{the time benefits are payable} \end{array} = \text{gross weekly wage}$$

- (C) If you are a Class B Participant who initially participates in the Plan as a result of the Union's employer organization process or union merger, or who performs mechanical equipment services, your **gross weekly wage** is calculated as follows:

$$\text{Forty (40)} \times \begin{array}{l} \text{the hourly wage rate (as established in the most} \\ \text{current Collective Bargaining Agreement at the} \\ \text{time benefits are payable) of an Apprentice of} \\ \text{like tenure determined below in Section} \\ \text{6.01(C)(1) – (4)} \end{array} = \text{gross weekly wage}$$

- (1) Upon becoming a Class B Participant, your hourly wage rate in the above equation shall be equal to a 1st Year Apprentice.
- (2) The hourly wage rate in the above equation will continue at this rate until you advance to the tenure of the next level of Apprentice (2nd Year Apprentice, 3rd Year Apprentice and 4th Year Apprentice).
- (3) You advance to the tenure of the next level of Apprentice by completing two requirements:
 - (i) The completion of a 12 consecutive month period starting the day your tenure was established at the current level of Apprentice; and
 - (ii) The completion of 1,200 hours of Credited Service.

If, after 12 months, you have not attained 1,200 hours of Credited Service, then your tenure remains unchanged until you attain 1,200 hours of Credited Service.

Once you attain 1,200 hours of Credited Service, your tenure shall advance to the next level of Apprentice.

- (4) The rules of attaining the tenure of the next level of Apprentices continue until you attain Class A Participant status as provided under Section 1.06.

- (D) If you are a Class B Participant who has a home local other than Local 392, you are not entitled to A&S Benefits until you become a Class A Participant pursuant to Section 1.06(E).

6.02 Reduction in A&S Benefit due to Workers Compensation Benefits.

If you have sustained a Disability due to a Work Related Accident or Sickness, your A&S Benefit will be reduced by the amount of disability benefits that you are paid as a result of a state or federal workers compensation law.

- (A) A Work Related Accident or Sickness means that your Disability has been caused by an accident or sickness related to your employment for which state, federal, and/or third party administrator workers compensation benefits have been allowed.
- (B) A Non-Work Related Accident or Sickness means that your Disability has been caused by an accident or sickness for which state and/or federal workers compensation benefits have not been allowed or you were determined to be ineligible for state workers compensation benefits.

6.03 Tax Withholding.

As a special benefit to Participants, the Trustees are authorized to withhold and pay both the Employer and Employee portions of FICA and FUTA taxes, and withhold federal income tax upon written request, from any amounts you receive as an A&S Benefit.

SECTION 7: JURY DUTY, MILITARY DUTY, WELFARE PREMIUM AND FAMILY LEAVE BENEFITS

7.01 General.

For Class A Participants and Class B Participants whose home local is Local 392, the use of Credits under Section 2.05 for Jury Duty, Military Duty, Welfare Premium and Family Leave Benefits is conditioned upon, and subject to, the specific provisions applicable to such benefit as provided in this Section 7. Class B Participants who have a home local other than Local 392 are not eligible to receive Jury Duty, Military Duty, Welfare Premium or Family Leave Benefits until they become Class A Participants pursuant to Section 1.06(E).

7.02 Jury Duty Benefit Eligibility.

In order to be eligible for the Jury Duty Benefit, you must meet the following conditions:

- (A) You must be involuntarily unemployed as a result of your jury service on any civil or criminal case in state or federal court; and
- (B) You must provide written documentation that is satisfactory to the Fund Office Administrator from an authorized court official or jury commissioner showing the dates of your jury service.

7.03 Jury Duty Benefit Amount.

For each day (Monday through Friday) that you are eligible to receive the Jury Duty Benefit, the amount of the daily Jury Duty Benefit shall be equal to one-fifth (1/5) of your applicable Weekly SUB Benefit paid at the Enhanced Percentage as calculated in Section 4 with the following modification:

For the purposes of calculating your Weekly SUB Benefit in this Section 7.03, your gross weekly wage shall be determined by multiplying forty (40) hours per week times your applicable hourly wage rate as established in the most current Collective Bargaining Agreement at the time benefits are payable.

7.04 Military Duty Benefit Eligibility.

In order to be eligible for the Military Duty Benefit, you must meet the following conditions:

- (A) You must be involuntarily unemployed as a result of your military service on behalf of the United States of America and/or any National Guard component thereof; and
- (B) You must provide written documentation that is satisfactory to the Fund Office Administrator from an authorized military official, confirming the dates of your military service, and the total amount of compensation you receive for your military service.

7.05 Military Duty Benefit Amount.

For each day (Monday through Friday) that you are eligible to receive the Military Duty Benefit, the amount of the daily Military Duty Benefit shall be one-fifth (1/5) of your applicable Weekly SUB Benefit paid at the Enhanced Percentage as calculated in Section 4 with the following modification:

For the purposes of calculating your Weekly SUB Benefit in this Section 7.05, your gross weekly wage shall be determined by multiplying forty (40) hours per week times your applicable hourly

wage rate as established in the most current Collective Bargaining Agreement at the time benefits are payable.

However, if your weekly compensation for military service (paid by the United States of America or National Guard Component of a state) exceeds the maximum Ohio weekly unemployment benefit plus what would be your applicable Weekly SUB Benefit as calculated in Section 4 of this Plan, you shall not be entitled to a Military Duty Benefit.

7.06 Welfare Premium Benefit.

Participants who are sick or unemployed due to lack of work in the jurisdiction of Local 392 shall be entitled to have premiums or contributions paid to maintain coverage under the Welfare Plan for a period not to exceed two six-month periods during a Participant's lifetime. Prior to the payment of the Welfare Premium Benefit, the Administrative Manager shall notify the Participant in writing and obtain from the Participant a written consent or election for the payment of this benefit.

7.07 Family Leave Benefit Eligibility.

In order to be eligible for the Family Leave Benefit and to receive twelve (12) weeks of benefits during a single twelve-month period, you must provide written documentation from your Employer, confirming your leave, and meet one of the following conditions.

- (A) You must provide a certified copy of a birth certificate, confirming the birth of a child, or written documentation from a health care provider, confirming the upcoming birth of a child, to the Fund Office Administrator. You may only take the Family Leave Benefit to care for a newborn child within one year of the child's birth.
- (B) You must provide sufficient documentation to the Fund Office Administrator that an adopted child has been placed in your home, and you must provide a certified copy of the final adoption papers to the Fund Office as soon as practicable. You may only take the Family Leave Benefit to care for an adopted child within one year of placement.
- (C) You must provide medical certification from a health care provider, confirming the serious health condition of your spouse, child or parent to the Fund Office Administrator.
- (D) You must provide written documentation from an authorized military official, confirming the military service dates for your spouse, son, daughter or parent to the Fund Office Administrator. You may only take the Family Leave Benefit for any "qualifying exigency" arising out of the fact that your spouse, son, daughter or parent is on "active duty" or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation.

A qualifying exigency includes short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities and additional activities as defined under the FMLA in 29 C.F.R. Part 825.

In order to be eligible for the Family Leave Benefit and to receive twenty-six (26) weeks of benefits during a single twelve-month period to care for a "covered servicemember," you must provide: (1) written documentation from your Employer, confirming your leave; (2) medical certification from a health care provider, confirming the covered servicemember's serious injury or illness; and (3) written documentation confirming the military status of the covered servicemember to the Fund Office

Administrator. Please be aware that this 26-week leave is the maximum time period allowed and is not in addition to the 12-week leave provided above.

- (A) A “covered servicemember” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary Disability retired list, for a serious injury or illness incurred in the line of duty on active duty.
- (B) The covered servicemember must be a spouse, son, daughter, parent or next of kin.

7.08 Family Benefit Leave Amount.

For each day (Monday through Friday) that you are eligible to receive the Family Leave Benefit, the amount of the daily Family Leave Benefit shall be equal to one-fifth (1/5) of your applicable Weekly SUB Benefit paid at the Enhanced Percentage as calculated in Section 4 with the following modification:

For the purposes of calculating your Weekly SUB Benefit in this Section 7.08, your gross weekly wage shall be determined by multiplying forty (40) hours per week times your applicable hourly wage rate as established in the most current Collective Bargaining Agreement at the time benefits are payable.

If you receive family and medical leave benefits under another group health plan, your Family Leave Benefit under this Plan shall be reduced.

7.09 Family Leave Benefit Tax Withholding.

As a special benefit to Participants, the Trustees are authorized to withhold and pay both the Employer and Employee portions of FICA and FUTA taxes, and withhold federal income tax upon written request, from any amounts you receive as a Family Leave Benefit.

SECTION 8: ADMINISTRATIVE FACTS

8.01 Name and Type of the Plan.

The name of the Plan is Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Supplemental Unemployment Benefit Plan, hereinafter called the "Plan." The Plan is an employee welfare benefit plan which provides supplemental unemployment compensation benefits, supplemental accident and sickness benefits and other related welfare benefits.

8.02 Plan Established Pursuant to Collective Bargaining.

The Plan is a collectively bargained plan established and maintained by Local 392, the Mechanical Contractors Association of Cincinnati (MCA), the Cincinnati Chapter of the Mechanical Service Contractors Association (MSCA), which is a branch of the MCA, and the Board of Trustees selected by the Union and the MCA.

(A) The address of the Union is:

Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392
Room 202
1228 Central Parkway
Cincinnati, Ohio 45202

(B) The address of the MCA and MSCA is:

The Mechanical Contractors Association of Cincinnati
1579 Summit Road, Room 131
Cincinnati, Ohio 45237

You and your beneficiaries, upon written request, may obtain information from the Plan Administrator as to whether a particular Employer or Employee organization is a sponsor, and if so, the sponsor's address.

8.03 Board of Trustees.

A Board of Trustees is responsible for the operation of this Fund. The Board of Trustees consists of an equal number of Employer and Union representatives. If you wish to contact the Board of Trustees, you may use the address and the telephone number below:

Board of Trustees
Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 SUB Plan
c/o Rinda Hoffman, Administrative Manager
1228 Central Parkway
Room 100
Cincinnati, Ohio 45202
(513) 241-0444

8.04 Agent for Service of Legal Process.

The name of the person designated as agent for service of legal process and the address at which process may be served on such person is:

Rinda Hoffman
Administrative Manager

Board of Trustees Plumbers, Pipe Fitters and
Mechanical Equipment Service Local Union No. 392 SUB Plan
1228 Central Parkway
Room 100
Cincinnati, Ohio 45202

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

8.05 Names, Titles and Business Addresses of Current Trustees.

(A) Union Trustees:

Mr. David P. Brinkman
Board of Trustees Plumbers,
Pipe Fitters and MES Local
Union No. 392 SUB Plan
1228 Central Parkway
Room 100
Cincinnati, Ohio 45202

Mr. Larry Kloepfer¹
Board of Trustees Plumbers,
Pipe Fitters and MES Local
Union No. 392 SUB Plan
1228 Central Parkway
Room 100
Cincinnati, Ohio 45202

Mr. Dennis O'Hearn
Board of Trustees Plumbers,
Pipe Fitters and MES Local
Union No. 392 SUB Plan
1228 Central Parkway
Room 100
Cincinnati, Ohio 45202

(B) Employer Trustees:

Mr. Todd Elliott
Nelson-Stark Company
7685 Field Ertel Road
Cincinnati, Ohio 45241

Mr. Gary Penn
DeBra-Kuempel
3976 Southern Avenue
Cincinnati, Ohio 45227

Mr. Mike Toebbe
T.J. Dyer
5240 Lester Road
Cincinnati, Ohio 45213

8.06 Toll Free Telephone Number and Website.

For your convenience, the Plan has acquired (877) 249-3539 as a toll free telephone number. Out of town Plan Participants may use this toll free number and may call this number during normal business hours to obtain basic Plan information. Local Participants should use the Plan's local telephone number: (513) 241-0444.

Information about the Plan can also be found at the following website: www.local392fringefunds.org

8.07 Plan Numbers.

The Plan number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 001.

The Employer Identification Number assigned to the Board of Trustees by the Internal Revenue Service is 31-0727369.

8.08 Plan Sponsor, Plan Administrator and Named Fiduciary.

The Board of Trustees is the Plan Sponsor, Plan Administrator, and Named Fiduciary.

¹ Effective February 12, 2016, Mr. Jim Higgins will replace Mr. Larry Kloepfer as a Union Trustee.

8.09 Fiscal Year.

For purposes of maintaining the Plan's fiscal records, the date of the end of the Plan year is May 31.

8.10 Collective Bargaining Agreements.

The Plan is maintained pursuant to one or more Collective Bargaining Agreements, copies of which will be furnished to you and your beneficiaries on written request to the Plan Administrator and are available for examination by Participants and beneficiaries.

SECTION 9: CLAIMS AND APPEALS

9.01 Exhaustion of Remedies.

You must exhaust all of the claims and appeals procedures of the Plan before you bring any action in court or administrative action for benefits. After you have exhausted all of the procedures in this section and if you are dissatisfied with the written decision of the Board of Trustees on review, you may institute legal action.

If your appeal is denied, no legal action can be brought with respect to a claim under the Plan after 90 days from the decision on appeal.

9.02 Discretionary Decision Making.

Subject to the provisions of the Trust Agreement, the Trustees have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They have full power to construe the provisions of this Plan and the terms used in this booklet. Any such determination and any such construction adopted by the Trustees will be binding upon all of the parties hereto and beneficiaries of this Plan. No such determinations involved in or arising under the Trust Agreement or this Plan will be subject to the grievance or arbitration procedure established in any Collective Bargaining Agreement. However, this provision will not affect the rights and liabilities of any of the parties under any of such Collective Bargaining Agreements.

In carrying out their respective responsibilities under the Fund, the Trustees and/or their delegates have discretionary authority to interpret the terms of the Plan and to interpret any facts relevant to the determination and to determine eligibility and entitlement to benefits in accordance with the terms of the Plan. Benefits under this Plan will be paid only if the Trustees and/or their delegates decide in their discretion that the applicant is entitled to them. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

9.03 Claims and Appeals Procedure.

- (A) A Participant who believes he is entitled to a benefit which he has not received, may file a written claim for the benefit with the Trustees, on a form provided by them. The Trustees shall examine the claim, and shall, within a reasonable period of time after receipt of the claim, provide to every claimant whose claim is partially or wholly denied, written notice setting forth in a manner calculated to be understood by the claimant:
- (1) the specific reason or reasons for the denial;
 - (2) specific reference to pertinent Plan provisions on which the denial is based;
 - (3) 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; and
 - (4) a description of the Plan's claim review procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a).

- (B) Within sixty (60) days after receipt by claimant of written notification of denial (in whole or in part) of a claim, a claimant may, by written application to the Trustees, request a review of his claim. The Trustees may grant an extension of time when needed. A request for review may be made by the claimant or his duly authorized representative and may include:
- (1) a request to examine pertinent documents; and
 - (2) a written submission and comments.
- (C) The Trustees may grant a request for a hearing at which the claimant and/or his duly authorized representative may appear. The Trustees shall render their decision in writing, including specific reasons for their decision and references to pertinent Plan provisions on which the decision is based.
- (D) Pursuant to DOL Regulation 2560.503-1(i)(1)(ii), the Trustees shall make a benefit determination on an appeal no later than the date of the Board of Trustees meeting following the Plan's receipt of a request for review. However, if the request for review is filed within 30 days preceding the date of such meeting, the benefit determination will be considered at the second regularly scheduled meeting following the Plan's receipt of the request for review. In special circumstances, a delay until the third regularly scheduled meeting following the Plan's receipt of the request for review may be necessary. The Plan will advise you in writing in advance if this extension will be necessary. Once a decision on review of the claim has been reached, a claimant will be notified of the decision as soon as possible, but no later than five (5) days after the decision has been reached.

SECTION 10: ADDITIONAL PLAN INFORMATION

10.01 Notices to Participants.

- (A) It shall be the duty of each Participant, Employee, dependent and beneficiary to keep the Trustees and the Fund Office fully informed of his or her current and correct address and telephone number.
- (B) This duty is a condition precedent to any obligation upon the Plan to pay any benefits provided by this Plan.
- (C) The Trustees, their Administrator, agents and employees shall be entitled to rely upon the last known address provided to them by a Participant, employee, dependent or beneficiary, or by the Union office for all communication purposes, including notices pertaining to eligibility, termination of eligibility, benefits and all aspects of claim administration.

10.02 Recovery of Erroneous Benefit Payments and Overpayments.

- (A) If, for any reason, any benefit paid to an Employee, Participant, beneficiary, or any person claiming thereunder, is thereafter determined to be in error, or wholly or partially in excess of the amount which such payee was entitled to receive under the Plan, the Trustees may collect such erroneous benefit payment or overpayment by suit, arbitration or such other remedy as the law may provide. In addition to such remedies, the Trustees shall have the right to reduce and withhold from the payment of future benefits, such amount of erroneous payment or overpayment that has not been repaid after written demand therefore. The Trustees shall also have the right to attach all future contributions paid into the Fund on behalf of a Participant who has failed or refused to make repayment of an erroneous benefit payment or overpayment at such time as 30 days have expired after written notice and demand by the Trustees for repayment was sent to the Participant at such Participant's last known address. Any contribution so attached may be immediately paid over and transferred into the general funds of the Plan irrespective of any loss of Credit or ineligibility that may occur to the Participant as a result of such attachment. In addition to recovery of the principal amount of any erroneous benefit payment or overpayment, the Trustees may recover interest on the unpaid principal at an interest rate of 10% per annum beginning on the first day of the month following the date of the Plan's written request for repayment. The Trustees may also recover all reasonable costs and expenses incurred in collecting such erroneous payment or overpayment, including reasonable legal fees.
- (B) The Trustees, or their authorized agent, may also pay over to the Welfare Fund or Pension Fund any funds, Employer Contributions or benefits to which a Participant or beneficiary of this Plan may be entitled, whenever such Participant or beneficiary has failed to make repayment to the Welfare Fund or Pension Fund of an erroneous benefit payment or an overpayment after demand therefore.

10.03 Subrogation and Right of Reimbursement.

- (A) Reimbursement to the Plan.
 - (1) Subrogation or reimbursement rules apply if a claim against a third party arises regarding any loss for which you received a benefit from this Fund.

Circumstances under which the Plan's subrogation and reimbursement rules apply include, but are not limited to, the following:

- (i) You receive A&S Benefits from this Plan and you have a workers compensation claim against your Employer.
 - (ii) You receive A&S Benefits from this Plan and you have a negligence claim against a contractor or subcontractor.
 - (iii) You receive A&S Benefits from this Plan and you have a negligence claim against a third party who injured you in a car accident.
 - (iv) You receive SUB Benefits from this Plan and you receive unemployment benefits from a third party such as your Employer.
 - (v) You receive SUB Benefits from this Plan at the Enhanced Percentage and you continue to receive a State Benefit.
- (2) By accepting benefits under the Plan you are agreeing to reimburse the Fund for all such expenses paid on your behalf.
 - (3) Under these circumstances, the Fund is entitled to full and total reimbursement of its expenditures from all third party recoveries and as such, you shall be deemed to hold the right to recovery against such party in trust for the Plan.
 - (4) By accepting benefits under the Plan you are agreeing to reimburse the Fund for all benefits that you receive.
 - (5) Under these circumstances, the Fund is entitled to full and total reimbursement of its expenditures from all third party recoveries and as such, you shall be deemed to hold the right to recovery against such party in trust for the Plan.

(B) Third Parties Defined.

- (1) Other sources may include, but are not limited:
 - (i) Any person or entity legally responsible for your injury;
 - (ii) Other benefit plans;
 - (iii) An insurance company;
 - (iv) Workers compensation; or
 - (v) Any other person or entity that is obligated to make payments which the Fund would otherwise be obligated to make.

(C) Your Responsibilities.

- (1) You must immediately notify the Fund Office whenever a claim against a third party is made for yourself regarding any loss for which benefits are received from the Fund.

- (2) You must cooperate with the Fund by providing information requested by the Fund concerning subrogation or reimbursement. You must provide the Fund Office with:
 - (i) A signed Subrogation and Reimbursement Agreement;
 - (ii) The names and addresses of all potential third parties and their insurer, adjusters and claim numbers;
 - (iii) Accident reports; and
 - (iv) Any other information the Fund Office requests.
- (3) If you fail to meet your responsibilities, the Fund Office may withhold future benefit payments until you comply with these requirements.
- (4) By accepting benefits under the Plan for these expenses, you agree to give the Fund Office the right to prosecute your claim and maintain an action against the third party on your behalf (subrogation).

(D) If You Are Reimbursed by a Third Party.

- (1) If you receive payment from a third party for benefits paid by the Fund, you must reimburse the Fund Office. The proceeds from the settlement or judgment must be divided as follows:
 - (i) The Plan has priority over all funds recovered. Accordingly, you or your representative must pay the Plan a sum sufficient to fully reimburse the Plan for all (100%) benefits advanced prior to satisfying any other existing lien or claim. You must pay you own legal fees and other costs of litigation in connection with the recovery from a third party. No reductions or deductions are allowed for litigation costs, court costs, or attorneys' fees (i.e., the "common fund doctrine" and the "make-whole" doctrine and/or any other state law affecting these rights are preempted by ERISA); and
 - (ii) Any remainder may be paid to you.
- (2) The proceeds of any claim against a third party must be divided as stated above even if you are not fully compensated for the loss. However, the Fund is not entitled to receive reimbursement in excess of the amount you receive from all third parties.
- (3) You shall be responsible for compliance with these provisions and the provisions of any subrogation/reimbursement agreement. You will also be responsible for compliance by your representatives or attorney(s).
- (4) Furthermore, if you receive payment from a third party for Plan benefits already received and you do not reimburse the Plan as stated above within 14 business days after receiving payment, then you will be required to pay the Plan interest on the unpaid amount at 10% per year, together with all legal and administrative costs incurred by the Trustees in pursuing action against you.
- (5) The Plan may take any action to recover the benefits paid. Such action includes, but is not limited to:

- (i) Initiating a claim to compel compliance with these terms or the terms of the Subrogation and Reimbursement Agreement;
- (ii) Withholding benefits payable to you until you comply; or
- (iii) Initiating such other equitable or legal action it deems appropriate.
- (iv) The Plan reserves the right to be reimbursed for its court costs and attorney's fees necessary to recover payment.

(E) Common Fund Doctrine Claims against the Fund.

- (1) If you retain your own attorney, you are wholly responsible for all attorney's fees or other expenses incurred to obtain the third party recovery. If the attorney(s) that you retain in relation to an injury or illness brings a separate claim or lawsuit against the Fund to recover his/her attorney's fees under the Common Fund Doctrine, *quantum meruit*, unjust enrichment or other similar state laws, you are required to reimburse the Fund from the money you recover from any third party for (i) any money judgment entered against the Fund in the lawsuit brought by the attorney and (ii) the Fund's attorney's fees and costs defending the lawsuit, regardless of whether the Fund prevails or loses. You shall fully indemnify, hold harmless and defend the Fund and its Trustees, employees and agents from and against any such claims or lawsuits. The Fund shall have the right to appoint counsel.

To the extent the Fund is required to initiate a formal proceeding against you to enforce its reimbursement rights, you shall also be responsible for the Fund's attorney's fees and costs incurred. In addition, to the extent the expenses, including but not limited to attorney's fees and costs, incurred by the Fund exceed the amount you recover from any third party or you refuse or fail to reimburse the Fund from any third party recovery, the Fund shall have the right to withhold benefits to you until such time that the Fund is reimbursed in full for all expenses, including but not limited to attorney's fees and costs.

(F) Lien on Third Party Recoveries.

- (1) You grant the Fund a lien on the monies recovered from any third party in the amount of (i) all benefit claims paid on your behalf, (ii) any money judgment entered against the Fund in the lawsuit brought by the attorney, and (iii) the Fund's attorney's fees and costs in defending the lawsuit, regardless of whether the Fund prevails or loses.

10.04 Participants' and Beneficiaries' Rights Under ERISA.

As a Participant in the Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Supplemental Unemployment Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to the following rights.

(A) Receive Information About Your Plan And Benefits.

You have the right to:

- (1) Examine, without charge, at the Plan Administrator's office, all documents governing the Plan. These include insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department

of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- (3) 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.

(B) 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.

(C) Enforce Your Rights.

- (1) 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.
- (2) Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- (3) If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a lawsuit in a 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 a lawsuit in court. You must exhaust all of the Plan's claims and appeals procedures before filing a lawsuit. 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 a lawsuit. 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.

(D) Receive Assistance With Your Questions.

- (1) 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 (EBSA), 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

- (2) You may also find answers to your Plan questions, your rights and responsibilities under ERISA and a list of EBSA field offices by contacting the EBSA:
- (i) By calling (866) 444-3272;
 - (ii) Sending electronic inquires to www.askebsa.dol.gov; or
 - (iii) Visiting the EBSA web site at www.dol.gov/ebsa.

SECTION 11: FINANCING OF PLAN

11.01 Employer Contributions.

The Trust Agreement has been executed between the Employers and the Union and subscribed and accepted by the Trustees, under the terms of which a SUB Fund has been established to receive and hold Employer Contributions payable by the Employers, interest and other income, and from which are to be paid the benefits provided under this Plan and the expenses of operating the Plan.

11.02 Sources of Plan Contributions and Method Contributions are Determined.

The sole source of contributions to the Plan is the payment made by Employers on behalf of their Employees working under the Collective Bargaining agreement with the Union.

The amount of contributions is negotiated and agreed upon by the Union and the Employers and/or Employer association and expressed in a written collective bargaining agreement in the form of a specific payment related to each hour that an Employee is paid wages under the bargaining agreement.

The method by which the amount of contribution is determined is based upon the recommendation of the Trustees of the Plan as a result of periodic actuarial studies performed for the Trustees by an independent actuary.

11.03 No Reversion to Employers.

The Employers shall have no right, title or interest in the contributions made by them or any of them to the SUB Fund, and no part of the SUB Fund shall revert to any Employers.

11.04 Limitation of Employer Liability.

The benefits of this Plan shall be only such as can be provided by the assets of the SUB Fund and there shall be no liability or obligations on the part of the Employers to make any further Employer Contributions to the Trust Fund in the event of termination of the Plan.

11.05 Unclaimed Benefits Revert to Trust Fund.

If any benefit payment authorized by the Trustees out of the SUB Fund is unclaimed for a period of two (2) years, it shall revert to and become part of the SUB Fund, free and clear of any claim therefore.

11.06 Interests in Benefits.

No Participant, former Participant, retired Participant, beneficiary or any person claiming by or through any such person shall have any right, interest or title to any benefits under the SUB Fund, 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, former Participant or retired Participant.

11.07 Reserves and Suspension of Payments.

However, notwithstanding any of the provisions of this Plan for payment of benefits, in the event the value of assets of this Fund shall decrease in an amount of \$750,000 or more, as measured from the last

quarterly financial statement of this Fund, the payment of benefits shall be immediately suspended and no further benefits will be paid under this Plan without a written resolution of approval by the Trustees.

SECTION 12: MISCELLANEOUS

12.01 Situs and Construction.

Subject to any laws of the United States which may be applicable through the doctrine of preemption, all questions pertaining to the validity, construction, administration, and interpretation of this Plan, shall be determined in accordance with the laws of the State of Ohio.

12.02 Separability.

If any provision of this Plan or the Trust Agreement is held to be illegal or invalid for any reason or to render Employer Contributions by Employers into this Plan non-deductible for tax purposes or taxable to the Participants or to render the income received by such Plan non-exempt from taxation, the necessary steps to remedy such illegality, invalidity, non-deductibility or taxability shall be taken immediately, but in no event shall the obligation of Employers set forth in the Collective Bargaining Agreement be increased because of such remedial action. Any provision of this Plan which might be invalid or illegal and which does not affect the general purpose of this Plan and the Trust, shall not affect the remaining portions of the same, unless it prevents accomplishment of the objectives and purposes thereof.

The Trust and the benefits to be provided from the Trust Fund and all acts pursuant to this Plan and the Trust Agreement shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue and to any other applicable State or Federal Laws or Federal Laws and Regulations.

12.03 Non-Alienation of Benefits.

Except as stated in Section 10.02 of this Plan, benefits payable under the Plan shall not 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. Neither the Fund nor any benefits payable therefrom 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 inure to the benefit of 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.

12.04 Amendments.

The Trustees may amend this Plan at any time by a simple majority when all Trustees are present at a duly convened meeting, or by unanimous vote when only a quorum is present. Any amendment so enacted shall not adversely affect the tax exempt status of the Plan. The Trustees may establish any effective date for such amendment that they deem reasonable.

12.05 Disposition of Assets.

This Plan shall remain in effect so long as the Employers are obligated to make Employer Contributions to the Trust Fund. Upon any termination of this Plan, any monies remaining in the Trust Fund, after the payment of all expenses and obligations of the Plan, shall be paid or used for the continuance of one or more benefits in accordance with the provisions of the Plan until such Fund is exhausted.

12.06 Death of Participant.

In the event of the Participant's death, if SUB Benefits are still owed to the Participant, the SUB Benefits will be paid in the order as follows: (1) surviving spouse, (2) children, (3) parents, (4) brothers and sisters and (5) estate.

SECTION 13: DEFINITIONS

13.01 A&S Benefit.

The term “A&S Benefit” shall mean supplemental accident and sickness benefits payable to eligible Participants in accordance with the rules of eligibility in Section 5 in an amount calculated pursuant to Section 6 of this Plan.

13.02 Apprentice.

The term “Apprentice” shall mean only such person for whom Employer Contributions are received and who is undergoing a definite course of training in the building trades classification under the direction of an apprentice school which is approved by Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Joint Apprentice Training Committee for the Plumbing and Pipe Fitting Industry, an affiliate of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or its successor.

13.03 Apprentice Training Program.

The term “Apprenticeship Training Program” shall mean the Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Joint Apprentice Training Program.

13.04 Collective Bargaining Agreement.

The term “Collective Bargaining Agreement” shall mean any written contract by and between the Employer and the Union which provides for contributions to be made to this Fund.

13.05 Covered Employment.

The term “Covered Employment” shall mean employment of an Employee by an Employer which would result or should result in contributions being paid to the Fund.

13.06 Credit.

The term “Credit” shall mean the units accumulated in a Participant’s Credit Account which are used to receive benefits under Section 2.

13.07 Credited Service.

The term “Credited Service” shall mean hours for which Employer Contributions to this Fund have been paid or for which a legal obligation for payment exists.

13.08 Employee.

The term “Employee” shall mean, subject to the limitations set forth in Section 302 of the Labor Management Relations Act of 1947, as amended, any person employed under the Collective Bargaining Agreement between the Employer and the Union, or between an Employer and a union in a jurisdiction other than that of Local 392, having a duly qualified supplemental unemployment benefit trust fund and with whom the Trustees of this Fund have executed a Reciprocal Agreement and on whose account the Employer is making contributions into such trust fund. The term “Employee” shall also include members of the Union who are full-time Employees of Local 392. The term “Employee” shall apply to Apprentices as defined in this Plan who otherwise meet every other qualification stated in this Plan. The term “Employee” shall also include a member of the Union who is a full-time Employee of the Greater

Cincinnati Building and Construction Trades Council and/or a full-time Employee of the Ohio State Association of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, AFL-CIO, provided such Employee resides in the geographical jurisdiction of Local 392 as defined in its collective bargaining agreement in effect with any Employer defined in this Plan at the time application for coverage under this Plan is made pursuant to this Section. The term "Employee" does not include: 1) an owner of a company that is an Employer, or 2) an officer or a partner of any Employer, except for the full-time Employees of the Union who are members of the Union.

13.09 Employer.

The term "Employer" shall mean the Mechanical Contractors Association of Cincinnati (MCA) and the members thereof, and the Cincinnati Chapter of the Mechanical Service Contractors Association (MSCA), which is a branch of the MCA, and the members thereof, and any other association, individual, partnership, corporation or other entity which employs Employees and which is a party to a Collective Bargaining Agreement. The term "Employer" shall also include the Union, the Greater Cincinnati Building and Construction Trades Council, and the Ohio State Association of the United Association.

13.10 Employer Contributions.

The term "Employer Contributions" shall mean payments made or to be made to this Plan by an Employer under the provisions of the Collective Bargaining Agreement and payments made by another local supplemental unemployment benefit plan pursuant to a Reciprocal Agreement. The term "Employer Contributions" shall also include contributions by the Union for and on behalf of its members who are full-time Employees of the Union.

13.11 ERISA.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

13.12 Fund Office.

The term "Fund Office" shall mean the office where the Plan is administered.

13.13 Journeyman.

A "Journeyman" is an Employee who meets the requirements for such status as defined in the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or its successor, and is certified as a journeyman on the records of the Financial Secretary of Local 392, and for whom Employer Contributions are required pursuant to a Collective Bargaining Agreement.

13.14 Main Agreement.

The term "Main Agreement" shall mean the Collective Bargaining Agreement between the Mechanical Contractors Association, Mechanical Equipment Service & Maintenance Bureau of Cincinnati and the Plumbers, Pipefitters & Mechanical Equipment Service Local Union No. 392.

13.15 Participant.

The term "Participant" shall mean any Employee who is either a Class A Participant or Class B Participant as defined in Section 1 of this Plan.

13.16 Pension Fund.

The term “Pension Fund” shall mean the Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Pension Fund.

13.17 Period of Unemployment.

The term “Period of Unemployment” shall mean the period of time between (1) the date your employment under a United Association Collective Bargaining Agreement terminates and (2) the date that you return to work under a United Association Collective Bargaining Agreement.

13.18 Plan.

The term “Plan” shall mean this Supplemental Unemployment Benefit Plan, as amended from time to time.

13.19 Reciprocal Agreement.

The term “Reciprocal Agreement” shall mean a written agreement entered into between the Trustees of this Fund and the Trustees of another local union supplemental unemployment benefit fund, which is affiliated with the United Association, and which is qualified as an exempt Fund under the Internal Revenue Code of 1986, as amended, or is registered as an exempt fund by the Canadian Department of National Revenue, and wherein it is provided that monies contributed by Employers on behalf of Employees shall be transferred to the home fund of an Employee working outside the jurisdiction of his home local on an authorized travel card basis, subject to any administrative charges contained in the agreement.

13.20 State Benefit.

The term “State Benefit” shall mean the full amount of unemployment compensation benefits payable to an Employee for a week of unemployment under the unemployment compensation law of any state.

13.21 SUB Benefit.

The term “SUB Benefit” shall mean supplemental unemployment compensation benefits payable to eligible Participants in accordance with the rules of eligibility in Section 3 in an amount calculated pursuant to Section 4 of this Plan.

13.22 Trade Work.

The term “Trade Work” shall mean all work performed in connection with plumbing, pipe fitting, the mechanical service industry, and any other work listed as the work jurisdiction of the Union in the Main Agreement.

13.23 Trust Agreement.

The term “Trust Agreement” shall mean the Agreement and Declaration of Trust, establishing Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Supplemental Unemployment Benefit Trust Fund effective the 1st day of June 1966, together with all amendments thereafter adopted.

13.24 Trust Fund; Fund; SUB Fund.

The term “Trust Fund” or “Fund” or “SUB Fund” shall mean Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Supplemental Unemployment Benefit Trust Fund.

13.25 Trustees.

The term “Trustees” shall mean the Employer Trustees and the Union Trustees, collectively, as determined under the Trust Agreement, and as constituted from time to time, in accordance with the provisions of the Trust Agreement.

13.26 Union or Local 392.

The term “Union” or “Local 392” shall mean Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada, (AFL-CIO).

13.27 United Association.

The term “United Association” shall mean the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada, (AFL-CIO).

13.28 Welfare Fund.

The term “Welfare Fund” shall mean the Plumbers, Pipe Fitters and Mechanical Equipment Service Local Union No. 392 Health and Welfare Fund.

13.29 Work Day.

The term “Work Day” for the purpose of reporting to the Union hiring hall and obtaining a certification form, shall mean any week day (8:00 a.m. to 4:00 p.m. Monday through Friday) during which the Union hiring hall is open for regular business. A Work Day does not include holidays during which the Union hiring hall is closed for regular business.

13.30 Other Terms.

Additional terms are defined in other Sections of this Plan as follows:

Terms	Section
(A) Break In Service	1.03
(B) Credit Account	2.01
(C) Disability	5.02
(D) Work Related Accident or Sickness.....	6.02
(E) Non-Work Related Accident or Sickness.....	6.02