

**OHIO and VICINITY REGIONAL  
COUNCIL OF CARPENTERS**

**SUPPLEMENTAL UNEMPLOYMENT  
BENEFIT PLAN**

**Summary Plan Description  
and  
Plan Document**

33 Fitch Boulevard  
Austintown, Ohio 44515

Telephone Number (800) 435-2388

Reprinted JULY 2009



## BOARD OF TRUSTEES

### **Employee Trustees**

Donald Crane  
Michael Rapovy  
Antonio DiTommaso  
Mark Bayless

### **Employer Trustees**

James Breese  
Joseph DeSalvo, Jr.  
Paul O'Brien  
Kevin Reilly

The Identification Number assigned to the Board of Trustees by the Internal Revenue Service is EIN 34-1237479. The Board of Trustees is the fund's agent for service of legal process.

The administration of the plan is carried out by:

Compensation Programs of Ohio, Inc.  
33 Fitch Boulevard  
Austintown, Ohio 44515  
Telephone Number (330) 270-0453

a contract administrator.

## TABLE OF CONTENTS

Section	Page
I Working Requirement to Qualify for SUB Benefits .....	1
II Earnings Rights To Weekly Supplements .....	1
III When Are Weekly Supplements Paid .....	2
IV Amount of Weekly Benefit .....	3
V Commencement of Weekly Benefit .....	3
VI Duration of Weekly Benefit .....	3
VII Are There Any Limitations on the Duration or Amount of Weekly Benefit .....	3
VIII Filing Claims for Weekly Benefits .....	4
IX Your Rights Under ERISA .....	6
X An Illustration of Benefits Under This Plan .....	10
Supplemental Unemployment Benefit Plan Document .....	12

## **INTRODUCTION**

The Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Plan (also referred to as the SUB Plan) is a plan designed to provide eligible employees with weekly income supplements during those weeks in which they are unemployed, disabled, or called for jury duty and otherwise meet the requirements of the plan for receiving weekly payments.

This SUB plan was established May 1, 1976, as the result of collective bargaining agreements between the Ohio and Vicinity Regional Council of Carpenters and the participating employers. A copy of an applicable agreement may be obtained from the Council or Local Union Office.

Contributions by contributing employers are made to this trust fund and are held and invested by the Board of Trustees.

The formal plan document is presented in the second section of this booklet.

The remainder of this first section of the SUB booklet deals with how you qualify for and receive benefits from this plan.

### **I. WORKING REQUIREMENT TO QUALIFY FOR SUB BENEFITS**

You must meet one of the minimum work requirements described below:

1. have worked for a minimum of 32 hours for contributing employers in each of any 5 months in the 12-month period preceding your application for benefits; or
2. have worked for a minimum of 32 hours for contributing employers in each of any 4 months in the 12-month period preceding your application for benefits and in the first 12 months of the 24-month period preceding your application have worked for a minimum of 32 hours for contributing employers in each of any 6 months.
3. Partial benefit payments are available to any employee otherwise eligible for benefits under this SUB Plan provided the employee was also eligible for and recovered unemployment benefits for the week for which he or she claims partial benefit payments from the SUB Plan.

### **II. EARNINGS RIGHTS TO WEEKLY SUPPLEMENTS**

In addition to meeting the working requirement for SUB Benefits, you must also have a "Credit Units" Balance with the Fund in order to receive weekly supplements. These Credit Units are credited to your account in the fund on the basis of the number of hours of contributions made to the SUB Fund on your behalf.

You will receive one-quarter (1/4) of a Credit Unit for each 20 hours of contributions to the SUB Fund on your behalf. These units will be credited to an account in the Fund maintained in your

name. When you receive weekly supplements from the Fund, the appropriate number of Credit Units will be cancelled.

### **III. WHEN ARE WEEKLY SUPPLEMENTS PAID?**

A weekly supplement will be paid to you from the SUB Fund in the following situations if you are eligible with the Fund and have a positive balance of Credit Units in your account.

#### **1. For Periods of unemployment**

To qualify for benefits for periods of unemployment you: (1) must register and report, as required, to the State Unemployment Office. (2) must also register and report at the Local Union's unemployment roll call. (3) must have received a State Unemployment Benefit for the week or provide satisfactory evidence of entitlement to the State Benefit and/or completion of a required waiting week, if any, for a State Benefit. (4) must accept employment under a collective bargaining agreement when it is offered by the Union or through an employer.

#### **2. For Periods of Occupational Disability**

To be eligible for benefits for a period of disability you must be unable to work because of an occupational sickness or accident and be in receipt of weekly (or monthly) benefits from the State Workmen's Compensation System.

#### **3. For Periods of Non-occupational Disability**

To be eligible for benefits for non-occupational disability you must be unable to work because of a non-occupational sickness or accident and have received a benefit for the week from the Health and Welfare Fund under which you have established eligibility or received approval of eligibility for such benefit after serving the required waiting period.

#### **4. For Periods of Jury Duty**

To be eligible for benefits for jury duty you are required to serve at least 4 days in each week. You must have received a check for such jury duty or present a letter from the court certifying that you will receive a check for jury duty and the amount of such check.

In determining whether you serve 4 days of jury duty you will include, in addition to days spent in court, days you were required to report to the court and days on which you were assigned to a case and for which jury pay was received.

Should you have exhausted your weekly benefits under the State Unemployment System or the Health and Welfare Fund while still having a positive Credit Unit balance in your SUB Fund Account, you will continue to be eligible for weekly supplements so long as you meet the necessary requirements apart from actual receipt of a weekly benefit from these Funds and you are not self-employed.

#### **IV. CURRENT AMOUNT OF WEEKLY BENEFIT**

The weekly benefit under this plan is \$90.

#### **V. COMMENCEMENT OF WEEKLY BENEFIT**

You will commence to receive weekly benefits from the SUB Fund as of the same date that the State unemployment or workmen's compensation benefit, Health and Welfare Fund benefit, or Jury Pay begins. Where a waiting week is imposed and you meet the requirements with respect to the waiting week except for receiving a benefit check, you will receive a weekly benefit for the waiting week also.

#### **VI. DURATION OF WEEKLY BENEFIT**

With the exception of weekly benefits paid during a period of Jury Duty, one Credit Unit will be cancelled from your account in the SUB Fund for each weekly benefit received from the Fund.

You will receive a weekly benefit from the SUB Fund for each week in a period of:

- i. Unemployment
- ii. Occupational Disability
- iii. Non-occupational Disability

so long as you have a balance of 1 or more Credit Units in your account with the Fund. When your Credit Unit balance is zero, all benefits from this Fund will stop. If your account balance is greater than 0 but less than 1, a partial weekly benefit will be paid at the rate of \$22.50 for each 1/4 of a Credit Unit.

In the case of Jury Duty, one-half a credit unit will be cancelled from your account in the SUB Fund for each weekly benefit received from the Fund. Not more than 2 weekly benefits may be received from the Fund for Jury Duty in any period of 12 consecutive calendar months.

#### **VII. ARE THERE ANY LIMITATIONS ON THE DURATION OR AMOUNT OF WEEKLY BENEFITS?**

The SUB FUND is built up through contributions from contributing employers and investment earnings on Fund assets. The Fund is reduced by weekly benefit payments and the expenses of operating the Fund. The plan of benefits and weekly benefit amount have been established with the goal of providing benefits without limitation so long as there are employees entitled to benefits.

If the total assets of the Fund on the last day of a month equal or exceed the highest amount of contributions to the Fund by contributing employers in any prior 12 month period of May 1 through April 30, full weekly benefits will be provided in the third calendar month following the date of the comparison. When this situation is met, the plan is "Fully Funded." This comparison of assets to contributions will be made at the end of each month.

If the comparison of assets to contributions described above shows that the plan is not Fully Funded, i. e., assets as of the last day of the month are less than the highest amount of contributions to the Fund by contributing employers in any prior 12 month period of May 1 through April 30, then weekly benefits payable for the third calendar month following the date of the comparison will be reduced to a percentage of the full weekly benefit in accordance with the funded position of the Plan as provided in the table below.

<b>When the Funded Position Is:</b>	<b>The Following Percentage of the Weekly Benefit is Paid:</b>
75% or more but less than 100%	75%
50% or more but less than 75%	50%
25% or more but less than 50%	25%
Less than 25%	No Benefit

### **VIII. FILING CLAIMS FOR WEEKLY BENEFITS**

You must make a claim for benefits under the Plan to the Trustees in writing at the address of the administrator as given on the inside cover of this booklet. The Trustees shall provide adequate notice in writing to you should your claim for benefits under the Plan be denied as outlined by the following procedures:

1. The following rules apply:
  - a. The Plan will not administer the claims and appeals procedures in any way that unduly inhibits or hampers the initiation or processing of claims for benefits.
  - b. The Plan will not require payment of a fee or costs as a condition to making a claim or appeal.
  - c. The Plan will not preclude an authorized representative of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal of an adverse benefit determination.
  - d. The Plan will follow administrative processes and safeguards to ensure and verify that benefit claim determinations are made in accordance with governing plan documents and that the plan provisions have been applied consistently with respect to similarly situated claimants. In order to do so, the Plan Administrator will do the following:
    - i. Maintain a file of appeals organized based on the governing plan provisions;
    - ii. Provide, upon request, to the Board of Trustees or requesting participants or beneficiaries, a summary of previous determinations based on the governing plan provisions; and
    - iii. Present information regarding benefit determinations and appeals anonymously to parties outside the Plan Administrator's office.

- e. If a participant or beneficiary contacts the Plan Administrator and attempts to file an application for benefits, the administrator will inform the participant or beneficiary of the proper procedures for filing an application for benefits.
2. Notification of an adverse benefit determination upon initial application will set forth, in a manner calculated to be understood by the claimant:
    - a. The specific reason or reasons for the adverse determination;
    - b. Reference to specific Plan provisions on which the determination was based;
    - c. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
    - d. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination after completion of the two levels of review.
  3. Review of an adverse benefit determination upon appeal will take into account all comments, documents, records and other information submitted by the claimant, regardless of whether the information was submitted or considered in the initial benefit determination.
  4. The Plan will continue to review benefit determinations upon appeal at regularly scheduled meetings. The Board shall make benefit determinations upon appeal at the meeting that immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days of the meeting. In such case, the Board may make a benefit determination upon appeal at the second meeting following the Plan's receipt of the request for review. The Plan Administrator shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than 5 days after the benefit determination is made.
  5. Notification of an adverse benefit determination upon First Level Review will contain:
    - a. The specific reason or reasons for the adverse determination;
    - b. Reference to specific Plan provisions on which the determination is based;
    - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
    - d. A description of the Plan's procedures regarding the Second Level Review allowing a hearing before the Board of Trustees and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Second Level of Review.
    - e. 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."



6. The Plan will provide a hearing at the next meeting of the Board of Trustees following the receipt of the request for a Second Level Review as long as the request is received at least 30 days prior to the scheduled meeting date. In such case, the Board may make a benefit determination upon appeal at the second meeting following the Plan's receipt of the request for review. The Plan Administrator shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than 5 days after the benefit determination is made.
7. Notification of an adverse benefit determination upon Second Level Review will contain:
  - a. The specific reason or reasons for the adverse determination;
  - b. Reference to specific Plan provisions on which the determination is based;
  - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
  - d. A statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from this Second Level of Review.
  - e. 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."
8. The Plan does not offer any voluntary appeal procedures and does not require a claimant to file more than two mandatory levels of appeal prior to bring a civil action.

## **IX. YOUR RIGHTS UNDER ERISA**

You have probably heard about ERISA. ERISA stands for the Employee Retirement Income Security Act, which was signed into law in 1974. This federal law established certain minimum standards for the operation of employee benefit plans, including the Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Fund. The Trustees of your Plan, in consultation with their professional advisors, have reviewed these standards carefully and have taken steps necessary to assume full compliance with ERISA. ERISA requires that Plan Participants and Beneficiaries be provided with certain information about their benefits, how they may qualify for benefits, and the procedures to follow when filing a claim for benefits. This information has already been presented in the preceding pages of this booklet.

ERISA also requires that Participants and Beneficiaries be furnished with certain information about the operation of the Plan and about their rights under the Plan.

**READ THIS SECTION CAREFULLY. ONLY BY DOING SO CAN YOU BE SURE THAT YOU HAVE THE INFORMATION YOU NEED TO PROTECT YOUR RIGHTS AND YOUR BEST INTERESTS UNDER THIS PLAN.**

- A. ERISA provides that all Plan Participants shall be entitled to:

1. Examine, without charge, at the Administrative Manager's office and at other locations (worksites and union halls), all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.
2. This booklet is your Summary Plan Description and a copy of the plan document is included in this booklet.
3. Obtain copies of the Agreement and Declaration of Trust for which a reasonable duplicating charge may be made.
4. Receive a summary of the Plan's Annual Report (Form 5500). The Administrative Manager is required by law to furnish each Participant with a copy of the Summary Annual Report.
5. Obtain a complete list of the Employers sponsoring the Plan, upon written request to the Administrative Manager, which is available for examination by Participants and Beneficiaries at a reasonable copying charge. In addition, Participants and Beneficiaries may receive from the Administrative Manager, upon written request, information as to whether a particular Employer or Employee organization is a sponsor of the Plan and, if the Employer or Employee organization is a plan sponsor, the sponsor's address.

B. 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.

C. 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 benefit to which you may be entitled, or exercising your rights under ERISA.

D. If your application for a benefit is denied, in whole or in part, you must receive a written explanation of the reasons for the denial. You have the right to have the Plan review and reconsider your claim.

E. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, the court may require the Administrative Manager 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's Administrative Manager.

F. If you have a claim for benefits which 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, you may file suit in Federal court.

G. If it should happen that Plan fiduciaries misuse the Plan's monies, 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.

1. 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.
2. If you lose, the court may order you to pay these costs and fees, if it finds, for example, that your claim is frivolous.

H. If you have any questions about your Plan, you should contact the Administrative Manager.

I. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor whose address and telephone numbers are as follows:

U.S. Department of Labor  
Employee Benefits Security Administration  
1885 Dixie Highway - Ste. 210  
Ft. Wright, KY 41011-2664  
Phone: (606) 578-4680

Or

U.S. Department of Labor  
Employee Benefits Security Administration  
1730 K Street - Ste. 556  
Washington, D.C. 20006  
Phone: (202) 254-7013

Or you may contact the  
Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210.

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**ADDITIONAL INFORMATION REQUIRED BY ERISA**

1. Name of Plan: Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Fund
2. Plan Established and Maintained by:

Board of Trustees  
Ohio and Vicinity Regional Council of Carpenters  
Supplemental Unemployment Benefit Fund  
33 Fitch Blvd.  
Austintown, OH 44515

3. Contributing Employers: The Plan is established pursuant to collective bargaining agreements between Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Fund and Employers who are signatory to those agreements. You may obtain a copy of the collective bargaining agreement by writing to the Administrative Manager or you may examine it at the Fund Office. Upon written request to the Fund Office, you may receive information as to whether a particular Employer is a contributing Employer of the Plan. If it is, the Fund Office will furnish his address.
4. Employer Identification Number (EIN): 34-1237479
5. Plan Number: 501
6. Type of Benefit Plan: The Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Fund is referred to as a defined contribution plan. This means that the dollar amount of benefits provided is based on the amount of contributions paid by the Employer(s) on behalf of the Participant. The exact dollar amount of the contribution is determined by the Collective Bargaining Agreement between the Union and Employer(s). The level of benefits is determined by considering contributions, investment income (or loss), general economic conditions and other factors affecting fund income and costs.
7. Type of Administration of the Plan: Although this plan technically is administered and maintained by the Board of Trustees for the Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Fund, the Trustees have delegated certain administrative functions to a professional Administrative Manager.

Address all communications with the Board of Trustees to:

Board of Trustees  
Ohio and Vicinity Regional Council of Carpenters  
Supplemental Unemployment Benefit Fund  
33 Fitch Blvd.  
Austintown, Ohio 44515

8. Agent for Service of Legal Process: Attorney Dennis Haines, P. O. Box 849, Youngstown, Ohio 44501-0849.
9. Name, Title and Address of Principal Place of Business of each Trustee:

Donald Crane  
Carpenters District Council  
755 Boardman-Canfield Rd., Ste H1  
Youngstown, OH 44512-7320

Joseph DeSalvo, Jr.  
DeSalvo Construction  
1491 West Liberty  
Hubbard, OH 44425

Michael R. Rapovy  
Carpenters District Council  
755 Boardman-Canfield Rd., Ste H1  
Youngstown, OH 44512-7320

Mr. James Breese  
Jack Gibson Construction Co.  
2460 Parkman Road, N.W.  
Warren, OH 44485

Antonio DiTommaso  
Carpenters District Council  
755 Boardman-Canfield Rd., Ste H1  
Youngstown, OH 44512-7320

Kevin Reilly  
Builders Association  
P. O. Box 488  
Vienna, OH 44473

Mark Bayless  
Carpenters District Council  
755 Boardman-Canfield Rd., Ste H1  
Youngstown, OH 44512-7320

Paul O'Brien  
Rein Construction Company  
P. O. Box 68  
Brookfield, OH 44403

10. Sources of Contributions: This Plan is funded through contributions by the Employers on behalf of their Employees, under the terms of a Collective Bargaining Agreement, and by investment income earned on a portion of the Plan's assets.
11. Funding Medium for the Accumulation of Plan Assets: Assets are accumulated and benefits are provided by the Trust Fund. Some plan assets are invested. These investments are made only after consultation with professional investment managers employed by the Trust.
12. Date of the Plan's Fiscal Year End: April 30.

#### **X. AN ILLUSTRATION OF BENEFITS UNDER THIS PLAN**

Let's assume that John Carpenter had the following contributions history under the SUB Plan for the period May 1, 2007, through April 30, 2008.

		<b>Contributory</b>			<b>Contributory</b>
<b>Month</b>		<b>Hours</b>	<b>Month</b>		<b>Hours</b>
May	2007	160	November	2007	40
June		170	December		100
July		165	January	2008	50
August		170	February		
September		160	March		80
October		80	April		<u>12</u>
			TOTAL		1,295

As of April 30, 2008, Mr. Carpenter has established eligibility with the SUB Fund by virtue of working 32 hours or more in covered employment in at least 5 of the preceding 12 months. He actually exceeded this requirement in all but 1 of the preceding 12 months.

Mr. Carpenter has also earned 16 Credit Units which are credited to his account in the Fund (1,295+80 and rounded down to the next lower 1/4 of a unit. The 80 recognizes that 20 hours results in 1/4 of a Credit Unit and 80 hours results in a full credit).

Now let's assume that Mr. Carpenter continues working in the months of May, 2008 through October, 2008, with the following contribution record.

<b>Month</b>		<b>Contributory Hours</b>	<b>Month</b>		<b>Contributory Hours</b>
May	2008	170	August	2008	162
June		165	September		110
July		168	October		<u>40</u>
			TOTAL		815

Mr. Carpenter continues to maintain a current relationship with the SUB Fund and as of the end of October has 26 1/4 Credit Units in his account (1295+815+80 and rounded down to the next lower 1/4 of a unit).

A period of unemployment commences on October 31, 2008, and continues for a period of 14 weeks through February 3, 2009, for Mr. Carpenter and he meets all requirements of the State for receipt of State Unemployment Benefits. He receives 14 weeks of benefits cancelling 14 Credit Units. At the end of his period of unemployment, his Credit Unit balance in the SUB Fund is 12 1/4 Credit units (26 1/4 - 14). Upon return to employment on February 6, 2009, Mr. Carpenter will build up this Credit Unit account once again for use in drawing down future benefits from the SUB Fund.

## **SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

### **Section 1.01 - Board of Trustees or Trustees**

The individuals designated in the Trust Agreement or their duly appointed successors.

### **Section 1.02 - Council or Union**

The Ohio and Vicinity Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO.

### **Section 1.03 - Covered Employment**

Employment for which the Employer has agreed to make contributions to the Trust Fund.

### **Section 1.04 - Employee**

Any person covered by collective bargaining agreements between an Employer and the Union and who is engaged in employment with respect to which the Employer is obligated to make contributions to the Trust Fund. Excluded from this definition shall be any person who is an Employer as defined herein or is a self-employed person.

### **Section 1.05 - Employer**

Any employer who now or hereafter has a collective bargaining agreement with the union requiring periodic contributions to the Trust Fund created by the Trust Agreement and who in writing adopts and agrees to be bound by the terms and provisions of the Trust and modifications thereto. The term employer as used herein shall also include the Union and the Local Union for the purpose of providing benefits hereunder for its full time employees (other than office clericals) for whom the Union and the Local Union are obligated to contribute to the Fund in the same amounts as established by the collective bargaining agreements.

### **Section 1.06 - Health and Welfare Fund**

A fund established to provide group insurance benefits including weekly non-occupational sickness and accident in which an Employee participates as a consequence of collective bargaining between the Union and/or a Local Union and participating employers.

### **Section 1.07 Local Union**

Anyone of the named Local Unions affiliated with the Council.

### **Section 1.08 - Plan**

The Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Plan

### **Section 1.09 - State Unemployment Benefit**

A weekly benefit payable under a state unemployment system.

### **Section 1.10 - State Unemployment System**

Any system or program established by or pursuant to any federal or state law or laws for paying benefits to persons on account of their unemployment, under which the eligibility of a person for benefit payments is not determined by application of a means test.

**Section 1.11 - State Workmen's Compensation Benefit**

A weekly benefit payable under a State Workmen's Compensation System.

**Section 1.12 - State Workmen's Compensation System**

Any system or program established by or pursuant to any federal or state law or laws for paying benefits to persons on account of occupational injury, sickness, or accident.

**Section 1.13 - Trust Agreement or Trust**

The Agreement and Declaration of Trust dated November 22, 1976, and any subsequent amendments or modifications thereto, establishing the Ohio and Vicinity Regional Council of Carpenters Supplemental Unemployment Benefit Fund.

**Section 1.14 - Trust Fund**

The fund established in accordance with the Trust Agreement

**Section 1.15 - Weekly Benefit**

The amount of benefit payable under the Plan for a week of layoff, occupational disability, temporary disability or jury duty.

**Section 1.16 - Weekly Disability Benefit**

The amount of benefit payable from the Health and Welfare Fund for a week of non-occupational disability.

**ARTICLE II - ELIGIBILITY FOR BENEFITS****Section 2.01 - Effective Date of Plan benefits**

A weekly benefit under this Plan cannot begin before May 1, 1977.

**Section 2.02 - Eligibility for Benefits**

- A. In order to establish initial eligibility in the Plan or to re-establish eligibility in the event all of his/her credits have been exhausted, the following hours of work requirements must be met:
- (i) During the 12 month period preceding his/her application he/she worked at least 32 hours in Covered Employment in each of any 5 months; or
  - (ii) During the 12 month period preceding his/her application he/she worked at least 32 hours in Covered Employment in each of any 4 months, and in the first 12 months of the 24 month period preceding his/her application he/she worked 32 hours in Covered Employment in each of any 6 months.
- B. Any employee who earned credit units while covered under this Plan shall be permitted to run off the balance of his credits and obtain benefits based on such credits even if no current relationship with the industry exists.



### **Section 2.03 - Eligibility for Weekly Benefit**

An Employee who has established a Current Relationship with the Industry shall be eligible for a weekly benefit:

- (i) in the event of unemployment when he has met all of the following requirements:
  - a. He has registered at and has reported to an employment office maintained by the State Unemployment System;
  - b. He has registered at and has reported for the Council's unemployment roll call and has not failed or refused to accept employment under the Ohio and Vicinity Regional Council of Carpenters' Collective Bargaining Agreements which may be offered through the Union or through an Employer;
  - c. He has received the State Unemployment Benefit for the week or he has received a certification that he is entitled to a State Unemployment Benefit for the week, or has received a certification that he has completed his waiting week; or
- (ii) in the event of occupational disability when he has met all of the following requirements:
  - a. He is unable to work because of an occupational sickness or accident.
  - b. He has received a check for the week in accordance with the State Workmen's Compensation System;
- (iii) in the event of non-occupational disability when he has met all of the following requirements,
  - a. he is unable to work because of a non-occupational sickness or accident;
  - b. he has received a check for the week from the Health and Welfare Fund or has received approval of eligibility for a Weekly Disability Benefit from the Health and Welfare Fund after having served the required waiting period.
- (iv) in the event he is called for jury duty when he has met all of the following requirements:
  - a. he presents the letter received from the pertinent government authority requiring that he report for jury duty to the Board of Trustees or their designated representative before his period of jury duty begins;
  - b. he serves at least four (4) days of jury duty each week which shall mean for this purpose that (i) he was required to report to the court at least four (4) days each week, or (ii) he was on a jury assigned to a case at least four (4) days each week;
  - c. he has received a check for jury duty or presents a letter from the court certifying that he will receive a check for jury duty and the amount of such check.

If an Employee has exhausted his weekly benefits under the State System or the Health and Welfare Fund, he will continue to be eligible so long as he meets the requirements set forth

above and is not self-employed with the exception of receipt of a weekly benefit from the State System or the Health and Welfare Fund.

### **ARTICLE III - AMOUNT OF WEEKLY BENEFIT**

#### **Section 3.01 - Calculating the Weekly Benefit**

The Weekly Benefit provided under this Plan is \$90.00 subject to limitations imposed under Article V, Page 16 - Limitation on Plan Benefits)

### **ARTICLE IV - DURATION OF BENEFITS**

#### **Section 4.01 Credit Units**

An Employee will receive one-quarter (1/4) of a Credit Unit for each twenty (20) hours of Covered Employment. The maximum number of Credit Units which an Employee may accrue at any time is fifty-two (52).

#### **Section 4.02 - Commencement of Weekly Benefits**

Weekly benefits will begin as of the same date that the State Unemployment Benefit, State Workmen's Compensation Benefit, Weekly Disability Benefit or jury pay begins, or would have begun if the Employee were not then ineligible for State benefits by virtue of having exhausted such benefits. Where a one week waiting period is imposed by the State Unemployment System or the Health and Welfare Fund, an additional Weekly Benefit will be paid upon commencement of benefits under this Plan making the first payment equal to two Weekly Benefits. Should an Employee serve the one week waiting period as imposed by the State Unemployment System or the Health and Welfare Fund and return to employment without receiving a benefit from the State Unemployment System or the Health and Welfare Fund then, upon presenting satisfactory evidence to the Board of Trustees that he did serve out the one week waiting period, one Weekly Benefit will be paid to the Employee.

#### **Section 4.03 - Payment of Benefit Upon Death**

The Fund shall pay the remaining supplemental unemployment benefit entitlement of an eligible member who (1) dies; and (2) is currently receiving Fund benefits at the time of his/her death to his/her surviving spouse on a continuing weekly basis until the entitled benefits are exhausted or to pay for health insurance coverage and/or outstanding medical bills for his/her surviving spouse or dependents (dependents are defined in section 152 of the Internal Revenue Code).

## **ARTICLE V - LIMITATION ON PLAN BENEFITS**

### **Section 5.01 - Fully Funded Position**

The Plan will be considered to be in a "fully funded position" for benefit purposes as of the last day of any month if the total assets of the Trust Fund on the day of the third calendar month preceding the month of the determination equal or exceed the highest amount of total contributions received by the Trust Fund with respect to hours in Covered Employment in any prior twelve (12) month period of May 1 through April 30.

### **Section 5.02 - Adjustment in Weekly Benefit When Plan Is In Less Than a Fully Funded position**

In the event that the comparison in Section 5.01 shows the Plan to be in less than a Fully Funded Position, the Weekly Benefits for the ensuing month will be reduced to the percentage of such amount indicated in the following table:

<b>When the Funded position is</b>	<b>The Percentage Is</b>
75% or more but less than 100%	75%
50% or more but less than 75%	50%
25% or more but less than 50%	25%
Less than 25%	No benefit

## **ARTICLE VI - ADMINISTRATION OF THE PLAN**

### **Section 6.01 Application for Benefits**

The Board of Trustees shall have the right to establish reasonable rules and procedures which shall be applied in a uniform and consistent manner concerning the time and place at which persons desiring to apply for a benefit shall make application. So far as is practicable, such procedures shall require the applicant to apply for a benefit under the Plan during the same week as he shall have received a benefit under a State System or from the Health and Welfare Fund.

### **Section 6.02 Determination of Acceptable Proof**

The Board of Trustees shall be the sole judge of the kind and character of proof which will be accepted to determine eligibility to receive a benefit and the decision of the Board of Trustees on all matters of proof shall be final and binding on all persons.

### **Section 6.03 - Furnishing Required Information**

Every Employee and Employer shall, upon request, furnish the Board of Trustees such information or proof as may be reasonably necessary or helpful in determining entitlement to benefit payments. If an applicant knowingly makes a false statement concerning any fact material to his claim for benefits, he may be denied any or all benefits and the Board of Trustees shall have the right to recover any payments made in reliance on such false statement.

**Section 6.04 - Non-Assignment of Benefits**

No Employee will have the right or power to assign, alienate, transfer, sell, hypothecate, mortgage, pledge, commute or in any way anticipate the payment of benefits; no benefit will in any way be subject to any legal process of any kind or liable in any way for the payment of any Employee's debts; any attempted assignment whether voluntary or by operation of law will be void; and payment will be made only to the Employee in person.

**Section 6.05 - Inability of the Employee to Endorse or Receive Benefit Payments**

In the event that an Employee is unable, because of physical or mental incapacity, to endorse or receive benefit payments made under this Plan, the Trustees, may in their sole discretion make payment to a person or persons who is providing for the care and support of the Employee. The Trustees shall be the sole and final judges of whether an Employee is physically or mentally incapacitated for the purpose of endorsing or receiving benefit payments and whether a person is providing for the care and support of the Employee. The decisions of the Trustees shall be final and binding on the Employee, his family, his beneficiaries and all other persons or parties and all payments made under the provision shall relieve the Fund and the Trustees of any liability to the Employee or any other person for such payment.

**ARTICLE VII - AMENDMENT ON TERMINATION ON THE PLAN****Section 7.01 - Amendment**

The Board of Trustees may amend or modify this Plan from time to time to the extent that such amendment is not contrary to the purposes for which the Trust was established. In no event shall any amendment of this Plan allow any portion of the Fund to revert to or be recovered by any Employer, Local Union, or Council; or result in diversion of any portion of the Fund to other than the exclusive benefit of the Employees and the payment of the administrative expenses of the Fund and the Plan.

**Section 7.02 - Limitation of Liability**

No individual Employer has any liability directly or indirectly to provide the benefits established by the Plan, other than the obligation of the individual Employer stipulated in his collective bargaining agreement. Likewise, there shall be no liability on the Board of Trustees individually or collectively, nor upon any Local Union or District Council to provide the benefits established by this Plan, if the fund does not have assets to make such benefit payments.

**Section 7.03 Termination**

If this Plan is terminated, the remaining assets, after providing for the expenses of the Plan, shall be used in a manner which will effectuate the purposes of the Trust. When no assets remain, the Plan and the Trust shall terminate. In no event, upon the termination of the Plan, shall any of the assets revert to or be recoverable by any Employer, Local Union, or Council.

## **ARTICLE VIII - CLAIMS AND APPEALS PROCEDURES**

### **Section 8.01**

1. The following rules apply:
  - a. The Plan will not administer the claims and appeals procedures in any way that unduly inhibits or hampers the initiation or processing of claims for benefits.
  - b. The Plan will not require payment of a fee or costs as a condition to making a claim or appeal.
  - c. The Plan will not preclude an authorized representative of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal of an adverse benefit determination.
  - d. The Plan will follow administrative processes and safeguards to ensure and verify that benefit claim determinations are made in accordance with governing plan documents and that the plan provisions have been applied consistently with respect to similarly situated claimants. In order to do so, the Plan Administrator will do the following:
    - i. Maintain a file of appeals organized based on the governing plan provisions;
    - ii. Provide, upon request, to the Board of Trustees or requesting participants or beneficiaries, a summary of previous determinations based on the governing plan provisions; and
    - iii. Present information regarding benefit determinations and appeals anonymously to parties outside the Plan Administrator's office.
  - e. If a participant or beneficiary contacts the Plan Administrator and attempts to file an application for benefits, the administrator will inform the participant or beneficiary of the proper procedures for filing an application for benefits.
2. Notification of an adverse benefit determination upon initial application will set forth, in a manner calculated to be understood by the claimant:
  - a. The specific reason or reasons for the adverse determination;
  - b. Reference to specific Plan provisions on which the determination was based;
  - c. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
  - d. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination after completion of the two levels of review.
3. Review of an adverse benefit determination upon appeal will take into account all comments, documents, records and other information submitted by the claimant,

regardless of whether the information was submitted or considered in the initial benefit determination.

4. The Plan will continue to review benefit determinations upon appeal at regularly scheduled meetings that take place at least quarterly. The Board shall make benefit determinations upon appeal at the meeting that immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days of the meeting. In such case, the Board may make a benefit determination upon appeal at the second meeting following the Plan's receipt of the request for review. The Plan Administrator shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than 5 days after the benefit determination is made.
5. Notification of an adverse benefit determination upon First Level Review will contain:
  - a. The specific reason or reasons for the adverse determination;
  - b. Reference to specific Plan provisions on which the determination is based;
  - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
  - d. A description of the Plan's procedures regarding the Second Level Review allowing a hearing before the Board of Trustees and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Second Level of Review.
  - e. 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."
6. The Plan will provide a hearing at the next meeting of the Board of Trustees following the receipt of the request for a Second Level Review as long as the request is received at least 30 days prior to the scheduled meeting date. In such case, the Board may make a benefit determination upon appeal at the second meeting following the Plan's receipt of the request for review. The Plan Administrator shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than 5 days after the benefit determination is made.
7. Notification of an adverse benefit determination upon Second Level Review will contain:
  - a. The specific reason or reasons for the adverse determination;
  - b. Reference to specific Plan provisions on which the determination is based;
  - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and

- d. A statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from this Second Level of Review.
  - e. 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."
8. The Plan does not offer any voluntary appeal procedures and does not require a claimant to file more than two mandatory levels of appeal prior to bring a civil action.