

To all members of UA Local 190:

We, as Trustees of the UA Local 190 SUB Plan (“Plan”) sponsor the Plan to provide Benefits in addition to any State Benefit to which you may be entitled by reason of lack of work and in addition to Loss of Time Benefits under the UA Local 190 Health and Welfare Plan.

This document constitutes the Plan’s Summary Plan Description (“SPD”). This SPD describes the provisions of the Plan that are effective as of June 1, 2017. The first few pages identify those responsible for overseeing and operating the Plan. The rest of the SPD tells you how the Plan works. This SPD provides you with a summary of the important information concerning your Plan benefits, but you may read the entire Plan at the Administrative Manager’s Office at any time. In the case of any conflict between the content of this SPD or verbal statements about the Plan and the contents of the Plan itself, the actual provisions of the Plan will control. If you have any uncertainty about the Plan or your rights, you should make a written request for a copy of the official Plan document.

Employers, pursuant to a Collective Bargaining Agreement, may be required to make contributions to the UA Local 190 SUB Trust to be held and invested. The benefit you will receive will depend upon the amount of credits you receive and your Classification.

Occasionally, the Trustees may be required by the Internal Revenue Service to amend the Plan in order for it to continue to qualify for favorable tax status. The Trustees reserve the right to amend the Plan at any time the Trustees determine that any revisions are necessary or desirable.

We hope you will read this SPD and place it with your other valuable records and refer to it as the need arises.

## **Sponsoring Organizations**

The organizations that maintain this Plan are:

UA Local 190 Plumbers/Pipefitters/Service Technicians/Gas Distribution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and its successor  
("Union" or "UA Local 190")  
7290 Jackson Road  
Suite B  
Ann Arbor, MI 48103

Greater Michigan Plumbing and Mechanical Contractors Association, Inc.  
("Association" or "Mechanical Association")  
58 Parkland Plaza  
Suite 600  
Ann Arbor, MI 48103

Participants in the Plan, upon written request to the Administrative Manager, will be furnished the name and address of each Employer contributing to the Plan, including the Employers constituting the Association. A list of all such Employers is also available for inspection at the Administrative Manager's office.

## **Plan Sponsor**

The Plan is operated by a Joint Board of Trustees consisting of Trustees elected or appointed by the Union and the Association. The Joint Board of Trustees is the Plan Sponsor as defined in the Employee Retirement Income Security Act of 1974 (ERISA).

The Board of Trustees' EIN is 23-7116328.

The Board of Trustees' address for all purposes is the address of the Administrative Manager identified on page 4.

Trustees appointed by UA Local 190 Plumbers/Pipefitters/Service Technicians/Gas Distribution:

David Forbes  
Kevin W. Groeb  
Andrew Fielder  
Douglas Mayher, Jr.  
Alternate: Jeffrey Henry

The principal place of business for these Trustees is:

UA Local 190-Plumbers/Pipefitters/Service Technicians/Gas Distribution  
7920 Jackson Road  
Suite B  
Ann Arbor, MI 48103

Trustees appointed by the Greater Michigan Plumbing and Mechanical Contractors Association, Inc. and their principal place of business:

Sandra L. Miller  
Greater Michigan Plumbing & Mechanical Contractors Association, Inc.  
58 Parkside Plaza  
Suite 600  
Ann Arbor, MI 48103

John T. Darr  
John Darr Mechanical, Inc.  
293 Dino Dr.  
Ann Arbor, MI 48103

Michael D. Darr  
Boone & Darr, Inc.  
P.O. Box 1718  
Ann Arbor, MI 48106

Jeremy Finn  
John Darr Mechanical, Inc.  
293 Dino Dr.  
Ann Arbor, MI 48103

### **Administrative Manager**

The Joint Board of Trustees retains all discretion and authority to make final decisions under the Plan and is considered the “Plan Administrator” under ERISA. However, the daily operation of the Plan is carried out under a contract with an Administrative Manager. All correspondence to the Plan Administrator, Administrative Manager, or Board of Trustees should be sent to the Administrative Manager’s office, which is the official address for the Plan. Effective June 1, 2016, the Administrative Manager is:

TIC International Corporation  
30700 Telegraph Rd., Ste. 2400  
Bingham Farms, MI 48025  
EIN: 13-2600875  
Telephone Number: (888)390-7473

Correspondence with the Administrative Manager should be directed to James Schreiber.

## Definitions and Construction

As used in this Plan and any Plan amendments, the following terms shall have the meanings defined in this Article.

Administrator or Plan Administrator. The Trustees as the named fiduciary of the Plan. The Trustees also may name an administrative manager who shall perform such non-discretionary functions of administration of the Plan as may be delegated by the Trustees in writing.

Association. The Greater Michigan Plumbing & Mechanical Contractors Association, Inc. (sometimes also referred to as the “Mechanical Association”).

Benefit. The SUB Benefit provided by the Plan.

Business Manager. The Union business manager then in office.

Classifications. Employees shall be assigned to classifications for purposes of determining credits and Benefits as follows:

- **Mechanical Classification:** An Employee whose contributions are made pursuant to the Collective Bargaining Agreement with the Mechanical Association or by the Union or by the Trustees, also referred to as a “Mechanical Classification Participant.”
- **Michigan Distribution Classification:** An Employee whose contributions are made under the National Distribution Agreement in the State of Michigan, also referred to as a “Michigan Distribution Participant.”
- **Ohio Distribution Classification:** An Employee whose contributions are made pursuant to the National Distribution Agreement in the State of Ohio, also referred to as an “Ohio Distribution Participant.”

Collective Bargaining Agreement. Any collective bargaining agreement existing between an Employer or the Association and the Union which provides for contributions into the Trust Fund as well as any extension or renewal of any such collective bargaining agreement or any new collective bargaining agreement which provides for contributions into the Trust Fund.

Corporate Trustee. A bank, trust company or other financial institution designated by the Trustees to hold the property of the Trust Fund.

ERISA. Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time, and which shall also be deemed to include all related provisions of the Internal Revenue Code, all regulations and all other laws, including labor laws and administrative rulings applicable to the administration of this Plan and the Trust, from time to time and as and when so applicable and as amended, issued, or re-issued.

Effective Date. June 1, 2017, the date on which the provisions of this Amended and Restated SPD go into effect.

Employee. A member of a collective bargaining unit represented by the Union. In addition, the term "Employee" shall mean and include employees of the Union, including the business representatives of the Union who are employed in such capacity by the Union on a full-time basis, and employees of the Trustees in their capacity as Administrator of the Plan and Trust Fund. The term "employee" shall not include partners or self-employed persons, no matter how designated; and such persons are hereby expressly excluded from the SUB benefits to be provided under this Agreement.

Employer.

- Any individual, firm, association, partnership, corporation or other entity who is a member of an Association and/or is represented in collective bargaining by an Association and who is bound by a Collective Bargaining Agreement requiring participation in and contributions to the Trust Fund.
- Any individual, firm, association, partnership, corporation or other entity who is not a member of nor represented in collective bargaining by an Association, but who has duly executed and/or is bound by the Collective Bargaining Agreement with the Union requiring participation in and contributions to the Trust Fund.
- The Union to the extent, and solely to the extent, that it acts in the capacity of an Employer of its Employees on whose behalf it makes contributions to the Trust Fund in accordance with a Collective Bargaining Agreement.
- The Trustees to the extent that they act in the capacity of an Employer as Administrator of the Plan and Trust Fund with respect to their Employees on whose behalf they make contributions to the Trust Fund in accordance with a Collective Bargaining Agreement.

Fiduciary. The Trustees shall be the named Fiduciary under the Plan. Other Fiduciaries shall serve only with respect to and to the extent of the specific responsibilities of each for Plan Administration, all as described in the Plan.

Fund or Fund Assets. The assets of the Trust, both principal and income.

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

Participant. An Employee currently participating in the Plan pursuant to its terms.

Participation or Participation Period. The period commencing as of the date the Employee became a Participant and ending on the date the Employee ceased to be a Participant.

Plan. The UA Local 190 SUB Plan.

Plan Administrator. See “Administrator,” above.

Plan Sponsor. The Joint Board of Trustees.

Plan Year. The 12 month period beginning June 1 and ending May 31.

Prior Plan. The SUB Plan established by the Trustees January 1, 1971, restated effective June 1, 1977 and amended from time to time before June 1, 2016, the date the most recent Plan restatement was adopted.

Service. A Participant’s period of employment with an Employer or Employers determined in accordance with the terms of the Plan.

State Benefit. The full amount of unemployment compensation benefits payable to an Employee for a week of unemployment under the Michigan Employment Security Act or under the unemployment compensation law of any other state.

Trust. UA Local 190 SUB Trust effective December 30, 1970, restated effective June 1, 2014 and as amended from time to time.

Trustee. Any natural person serving as Trustee pursuant to the terms of the Trust.

Trust Fund. The total assets of the Trust, principal and income, maintained in accordance with the Plan and Trust.

Union. UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and its successor.

Week of Unemployment. Any week during which the Employee has performed no work and either receives Loss of Time benefits under the UA Local 190 Health and Welfare Plan, or receives a State Benefit. An Employee who has met the initial minimum credit requirements under the Plan and who has performed no work during a week and receives no State Benefit or Loss of Time benefits that week shall be considered to be eligible for a Benefit for that week if the Employee is either on jury duty for that entire week, or receives no State Benefit for any of the following reasons:

- the Employee has exhausted State Benefits;
- the Employee was not employed sufficiently to become entitled to receive State Benefits, or
- the Employee received Workers Compensation payments resulting in ineligibility for a State Benefit.

## **Eligibility Requirements and Participation**

If you have sufficient credits as provided in the Plan, you will be eligible to receive a Benefit for any Week of Unemployment. A Week of Unemployment is defined above and in the Plan document but generally is a week during which you performed no work and either receive Loss of Time benefits under the UA Local 190 Health and Welfare Plan, or receive a State Benefit (please see the definition of State Benefit, above or in the Plan document). If you have sufficient credits and have performed no work during a week and receive no State Benefit that week, you will be considered to be eligible for that week if you receive no State Benefit for the following reasons: you have exhausted State Benefits, or you are not employed sufficiently to become entitled to receive State Benefits, or because you have received Workers Compensation payments resulting in ineligibility for a State Benefit. Also, if you have sufficient credits, you will be eligible for any week in which you have performed no work because you were called to jury duty for the entire week.

For any week for which you have not received a State Benefit (except if the reason for not receiving a State Benefit is one of the reasons set forth in the definition of Week of Unemployment) because your right to a State Benefit is being contested through the procedure provided therefor under the State system, no Benefit will be payable from the Fund, provided, however, that upon final decision on your claim under the State system, you will be made whole in accordance with the decision (i.e. if you are awarded State Benefits, you will be entitled to Benefits, but if you are not awarded State Benefits, you will not be entitled to Benefits). In addition, during the pendency of the review of your claim for State Benefits, you may file a petition with the Trustees who may authorize Benefits to be paid to you for a period not to exceed 13 weeks, conditional upon repayment to the Fund if you are denied State Benefits.

If you are denied a State Benefit on the ground that you have refused suitable employment or have voluntarily left employment, the Trustees have the power in their full discretion to authorize the payment of Benefits even though you were disqualified for State Benefits, after you submit a petition to the Trustees and the Trustees consider the petition.

If you are 65 or older, payment of your benefits will be subject to review by the Trustees on a bi-monthly basis, to ensure that you are actively seeking work and are part of the work force.

You will be ineligible for benefits if you receive one or more payments from the UA Local 190 Pension Plan, unless the payments were disability pension payments that ended when the disability ended and you have reestablished eligibility for Benefits after the disability ended.

You will also be ineligible for Benefits if you refuse a work assignment from the Business Manager, or if you are not working because of a labor dispute directly between the Union and an Employer and involving a work stoppage or during a work stoppage in support of any other union or organization.

## Credits

The Trustees will maintain a credit account for you if contributions are made on your behalf by an Employer. You will earn credits for any Month as follows, effective June 1, 2011:

- Zero credits for any Month in which you work 0-79 hours;
- One credit for any Month in which you work 80-159 hours; and
- Two credits for any Month in which you work 160 or more hours.

No more than 2 credits may be earned in any Month. For purposes of determining maximum credits allowed under the Plan, you will be assigned one of the following Classifications:

- **Mechanical Classification:** An Employee of an Employer who is a member of the Mechanical Association or of the Union or an Employee of the Trustees.
- **Michigan Distribution Classification:** An Employee of an Employer who is covered under the National Distribution Agreement in the State of Michigan.
- **Ohio Distribution Classification:** An Employee of an Employer who is covered under the National Distribution Agreement in the State of Ohio.

### Initial Required Credits

If you are an Employee in the Michigan Distribution Classification, you are not entitled to any Benefit until 8 credits have been initially credited to your account. If you are an Employee in the Mechanical Classification or Ohio Distribution Classification, you are not entitled to any Benefit until 12 credits have been initially credited to your account.

### Maximum Allowed Credits

Mechanical Classification If you are in the Mechanical Classification, effective June 1, 2011, you will be allowed to acquire a maximum of 24 credits. When your account reaches 24 credits, there will be no more credits added to your account until the account contains less than 24 credits.

Michigan Distribution Classification If you are in the Michigan Distribution Classification, you will be allowed to acquire a maximum of 8 credits. When your account reaches 8 credits, there will be no more credits added to your account until the account contains less than 8 credits.

Ohio Distribution Classification ( also referred to as “Ohio Distribution Participants”) If you are in the Ohio Distribution Classification, you will be allowed to acquire a maximum of 12 credits. When your account reaches 12 credits, there will be no more credits added to your account until the account contains less than 12 credits.



Notwithstanding the preceding paragraphs, if you work in more than one Classification, you will be allowed to acquire up to the maximum number of credits permitted under each Classification in which you work, regardless of the number of credits previously acquired in other Classifications, with one exception: the sum of all credits that you acquire in all Classifications can never exceed 24 credits. When the sum of your accounts in all Classifications reaches 24 credits, there will be no further credits added to your account under any Classification until the sum of your accounts in all Classifications is less than 24 credits.

At the time that you become eligible to receive Benefits, credits will be cancelled from the account maintained for the Classification in which work was most recently performed by you relative to the point in time that you became entitled to payment of Benefits, and Benefit amounts will be determined by that Classification until all work credits acquired within that Classification are cancelled (or you are no longer eligible to receive Benefits, if earlier). If you exhaust all work credits earned within the Classification in which you most recently performed work but remain eligible for Benefits and retain additional credits under a separate Classification, credits will next be cancelled from the account maintained for the Classification in which you next most recently performed work relative to the point in time that you became entitled to Benefits, and Benefit amounts will be determined by that Classification until all work credits acquired within that Classification are cancelled (or you are no longer eligible to receive Benefits, if earlier). This practice of credit cancellation and Benefit payment in reverse sequence of the employment Classification history will continue until all credits are cancelled or you are no longer eligible to receive Benefits, if earlier.

If you are entitled to a Benefit, you will receive Benefits in each week in which you have unused credits. One credit will be cancelled for each calendar week in which a weekly benefit is paid to you. No more than one credit will be cancelled for any one calendar week in which Benefits are paid.

If you have a period of twelve consecutive Months during which no Benefits are paid and no contributions are reported or owing for your hours worked, your entire accumulated credits will be cancelled, provided, however, that no credits will be cancelled for any period during which the failure to earn credits during the twelve-Month period is due to: (a) performing work outside of the jurisdiction of the Union while employed under the jurisdiction of another United Association union; (b) an injury or illness compensable under Workers' Compensation laws; (c) illness or injury preventing work which has been reported, certified to, and so accepted by the Trustees; or (d) service in the U.S. Armed Forces.

The Trustees will also have the authority to cancel part or all of your accumulated credits upon determining that you were guilty of a material misrepresentation in connection with your application for a Benefit, or for other cause deemed appropriate by the Trustees. Regardless of any provision of the Plan that might otherwise indicate the contrary, you will not receive any credits under the Plan where you are working within the jurisdiction of the Union under a travel card and are a member of another local union having a reciprocal agreement with the Union, whereby Benefit contributions earned by you are returned to the Benefit funds of the local union in which you are a member. In other words, if you are working in the Local 190 jurisdiction and are having Employer

contributions reciprocated to the SUB fund of another union, you will not receive any credits under the Plan.

### **Amount of Benefits**

Beginning July 1, 2011, if you are a Mechanical Classification Participant, your Benefit is \$75 per week. If you are a Mechanical Classification Participant, the Benefit payable for any period preceding July 1, 2011 will be determined under the Prior Plan. If you are unable to work because of jury duty, your Benefit is \$80 per day, not to exceed \$400 in any week.

If you are a Michigan Distribution Participant your Benefit is \$60 per week. If you are unable to work because of jury duty, your Benefit is \$80 per day, not to exceed \$400 in any week.

If you are an Ohio Distribution Participant, your Benefit is \$50 per week. If you are unable to work because of jury duty, your Benefit is \$40 per day, not to exceed \$200 in any week.

### **Payment of Benefits**

Benefits will be paid at intervals to be determined by the Trustees.

In order to be eligible to receive Benefits, you must show the Business Manager or other designated agent of the Fund your MESC reporting card or other proof of receipt of a State Benefit approved by the Trustees. The Trustees may require such application as they deem necessary for determination of Benefits under the Plan, to be supported by such documents, public records, and other evidence as the Trustees may require. You may also be required to execute such consents for the release of information and records as the Trustees deem reasonably necessary for the proper investigation and determination of any application for Benefits. If you are not eligible for a State Benefit because you have exhausted State Benefits or because you have not been employed sufficiently to become entitled to State Benefits, you will need to complete a sworn statement attesting to the reason why you are not receiving a State Benefit and confirming that you are in fact unemployed and looking for work.

Receipt of a Benefit under this Plan during a week of unemployment will not affect your eligibility for a State Benefit for that week.

### **Claims for Benefits**

A claim for a Benefit under the Plan should be filed at the office designated by the Trustees of the Fund within one week after the termination of your employment. You will not receive a Benefit for any period earlier than one week prior to a week during which a claim is filed for Benefits, unless this requirement is specifically waived by the Trustees. If it is determined that any Benefit paid under the Plan should not have been paid for any reason, you must return the amount of the overpayment to the Fund. Any failure to make

repayment will disqualify you from receiving any further or future Benefits until you complete the repayment.

### **Military Leave under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”)**

USERRA protects your reemployment rights and benefits if you enter uniformed military service for a period up to five years. “Uniformed military service” includes active duty, active duty for training, initial active duty, full-time National Guard duty and a period in which you are absent from work for the purpose of examination to determine fitness for military service.

If you timely return from uniformed military service under USERRA, you will not forfeit credits already earned prior to departure for uniformed military service.

### **Funding**

No contributions will be required or allowed under the Plan from you or any other Participant. Employers must make contributions in such amounts and at such times as determined by the Collective Bargaining Agreement. By making payments to the Trust Fund pursuant to the Collective Bargaining Agreement, an Employer will be conclusively deemed to have accepted and be bound by the terms of the Plan.

All contributions made under this Plan will be paid to the Trustees and deposited in the Trust Fund. All assets of the Trust Fund, including investment income, will be retained for the exclusive benefit of Participants, will be used to pay Benefits to Participants or to pay administration expenses, and will not revert to or inure to the benefit of an Employer.

All Benefits payable under the Plan will be paid and provided for solely from the Fund and the Trustees and Employers assume no responsibility or liability for payment of Benefits.

### **Administration**

Administration by Trustees. The Plan will be administered solely by the Trustees and Employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees in all matters pertaining to the administration of the Plan will be final. The Trustees will make such rules and prescribe such procedures for the administration of the Plan, as they deem necessary and reasonable.

All decisions of the Trustees will be by majority decision as provided in the trust agreement on which the Plan is based.

Other Trustee Powers and Duties. The Trustees will have duties and powers as may be necessary to discharge their duties under the Plan, including but not limited to, the following:

- to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any Benefit under the Plan;
- to prescribe procedures to be followed by Participants filing applications for Benefits;
- to prepare and distribute, in a manner as the Trustees determine to be appropriate, information explaining the Plan;
- to receive from an Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
- to furnish an Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- to receive and review the periodic valuation of the Plan made by the Plan actuary, the Corporate Trustee or other person or entity;
- to receive, review and keep on file (as they deem convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund;
- to appoint or employ individuals to assist them in the administration of the Plan and any other agents they deem advisable, including legal and actuarial counsel, including the delegation of any of their powers and duties in this paragraph or in other parts of the Plan and Trust to a Plan Administrator, to the Business Manager, or such other Fiduciary or person as the Trustees may appoint.

The Trustees will have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any Benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a Benefit under the Plan, except by appropriate amendment to the Plan.

Rules and Decisions. The Trustees may adopt such rules as they deem necessary, desirable, or appropriate. All rules and decisions of the Trustees will be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Trustees will be entitled to rely upon information furnished by a Participant, legal counsel or other advisor, or any actuary qualified to perform actuarial services to qualified plans including an actuary hired by the Trustees.

The Trustees will exercise such authority and responsibility as they deem appropriate in order to comply with ERISA relating to records of Participants' hours worked, notifications to Participants, reports to the Internal Revenue Service and Department of

Labor and other matters. Any of these duties may be allocated to an administrative manager, accountant, or other Fiduciary chosen by the Trustees.

### **Claims and Appeals Procedure**

The Business Manager will make all determinations as to your right to a Benefit as follows:

- You or your duly authorized representative must file with the Business Manager, on forms provided by the Business Manager, a claim for any Benefit to be provided by the Plan.
- The Business Manager must, according to the provisions of the Plan, review your request and grant or deny your request no later than 90 days after receiving your written request.
- If a claim is wholly or partially denied, you or your authorized representative will receive notice of the decision within 90 days of the receipt of the claim by the Business Manager. If you or your authorized representative has not received notice of the denial within 90 days, the claim will be deemed denied for purposes of proceeding to the review stage.
- The Business Manager will provide you, if your claim is denied, a written notice, in easy to understand language, stating the following:
  - The specific reason for the denial;
  - specific reference to pertinent Plan provisions on which the denial is based;
  - a description of any additional material or information necessary for you to perfect the claim and an explanation of why such information is necessary; and
  - an explanation of the Plan's claim review procedure.
- You will have the right for a full and fair review by the Trustees. For this purpose, you or your authorized representative have the following rights:
  - to request a review upon written application to the Trustees within 60 days after receipt of notice of denial of the claim;
  - to review pertinent documents; and

- to submit issues and comments in writing to the Trustees. Upon receipt of written application for review and the information required for review the Trustees should make a decision within 90 days of receipt unless special circumstances require an extension for processing; however, such decision must be made not more than 120 days after receipt. The decision on review will be in writing and will include specific reasons for the decision and specific references to pertinent plan provisions on which the decision is based.

### **Amendments and Termination**

The Joint Board of Trustees may amend the Plan at any time, provided that no amendment will divert any part of the Plan's assets to any purpose other than for the exclusive benefit of you and the other Participants in the Plan. In addition, the Trustees may make any amendment they determine necessary or desirable, with or without retroactive effect, to comply with ERISA.

In accordance with the procedures set forth in this paragraph, the Trustees may terminate the Plan, but only pursuant to the terms of the Collective Bargaining Agreement. Subject to applicable requirements, if any, of ERISA governing termination of employee SUB benefit plans, the Trustees may liquidate the Trust Fund, or the applicable portion thereof, in accordance with the provisions of the Plan.

### **Miscellaneous**

Employment Rights. Participation in the Plan is not a guarantee of employment.

Rights to Trust Assets. No Employee, Participant or beneficiary will have any right to, or interest in, any assets of the Trust Fund upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the Benefits payable under the Plan to the Employee, Participant or beneficiary out of the assets of the Trust Fund. Except as otherwise provided in ERISA, all payments of Benefits as provided for in the Plan will be made solely out of the assets of the Trust Fund and none of the Fiduciaries will be liable for Benefits.

Nonalienation of Benefits. Benefits payable under the Plan will not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Participant prior to actually being received by the person entitled to the Benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, will be void. The Trust Fund will not in any manner be liable for, or subject to, your debts, contracts, liabilities, engagements or torts.

Non-discrimination. All provisions of the Plan and Trust, with particular references to any discretionary provisions thereof, will be interpreted and applied in a uniform and non-discriminatory manner.

Applicable Law. The Plan will be administered, construed and enforced according to ERISA, the Internal Revenue Code, and the laws of the State of Michigan where not in conflict with ERISA. The Trustees and any other Fiduciary will be liable to account only in the courts in the State of Michigan.

Investment Manager. The Trustees will have authority to appoint an investment manager or managers to manage assets of the fund, including the right to acquire and dispose of assets. Investment managers will be entitled to reasonable compensation for their services, payable from the Fund.

Plan Interpretation. No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

### **Legal Provisions and Participants' Rights**

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants and other persons covered by this Plan will be entitled to:

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Administrative Manager's Office all documents governing the Plan, including the Plan, the Trust, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrative Manager, copies of documents governing operation of the plan, including Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrative Manager may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a copy of the summary annual report.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the 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 benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, 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 control of the Administrative Manager. 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.

If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Administrative Manager's office. If you have any questions about this Summary Plan Description or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Manager, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

If you file a lawsuit, you are entitled to serve legal process of the lawsuit on the following "agent for legal process" at the following address:



Ferguson Widmayer PC  
538 North Division  
Ann Arbor, MI 48104  
Attention: Warren J. Widmayer

Service of process for a lawsuit involving the Plan also may be made on a Trustee or the Joint Board of Trustees and **service must be made at the Administrative Manager's address.**