



**U.A. LOCAL 38**

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# **GROUP SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN**

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**SUMMARY PLAN DESCRIPTION  
AND PLAN DOCUMENT**

Effective as of January 1, 2021

May 2021

Dear Local 38 Member:

If you become unemployed, we offer an income benefit during your period of unemployment. A supplemental amount will be paid to you in addition to that provided by the State of California, Employment Development Department (“EDD”). You can receive a weekly benefit in the form of a \$200 payment from the U.A. Local 38 Group Supplemental Unemployment Benefits Plan, for up to 26 weeks, while you’re out of work, provided you meet the Plan’s eligibility requirements.

If you have any questions about your U.A. Local 38 Group Supplemental Unemployment Benefits Plan (“Plan”), please contact the Plan’s Administrative Office at (415) 626-2000. Our staff will be happy to assist you.

Very truly yours,

Larry Mazzola, Jr.  
Chairman

Fred Nurisso  
Co-Chairman



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## INTRODUCTION

The Board of Trustees of the U.A. Local 38 Group Supplemental Unemployment Benefits Plan (“Group SUB Plan”) are pleased to present you with this combined Plan Document and Summary Plan Description (“SPD”) booklet. It describes how the Plan works and when you can apply for Group Supplemental Unemployment Benefits. The purpose of the Plan is to provide you with a supplemental payment on top of the State unemployment benefits you receive when no work is available.

This Plan supersedes and replaces any previous plan, program, policy or practice which may have provided group supplemental unemployment benefits. This Plan is an “employee welfare benefit plan,” as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and is governed by ERISA.

Please read this information carefully as it is intended to be your primary resource for information about how your group supplemental unemployment benefits work. From time to time the Board of Trustees may find it necessary to change how much the Plan pays in Group SUB benefits or may change other provisions of the Plan. When changes occur, you will be notified in writing. If you need additional information about your Group SUB benefits, you may contact the Trust Fund Office by telephone at (415) 626-2000.

The Group SUB Plan does not guarantee you continued employment. The group supplemental unemployment benefits provided under this Plan are not vested benefits. The Board of Trustees reserves the right to change, modify or terminate this Plan at any time. The benefit programs and policies described in this booklet are current as of January 1, 2021.

## FOREIGN LANGUAGE NOTICE

This booklet contains a summary in English of your rights and benefits under the U.A. Local 38 Group Supplemental Unemployment Benefits Plan. If you have any difficulty in understanding any part of this booklet, you may contact the U.A. Local 38 Administrative Office, 1625 Market Street, San Francisco, CA 94103 or call (415) 626-2000.

### **Avisio En Español**

Este folleto contiene un resumen en inglés de sus derechos y beneficios bajo el U.A. Local 38 Group Supplemental Unemployment Benefits Plan. Si tiene alguna dificultad en comprender cualquier parte de este folleto, puede comunicarse con U.A. Local 38 Administrative 1625 Market Street, San Francisco, CA 94103 o llamar a los teléfonos (415) 626-2000.

## I. BASIC PLAN INFORMATION

### 1. WHAT IS THE PLAN'S BASIC INFORMATION?

The legal name of the Plan is the U.A. Local 38 Group Supplemental Unemployment Benefits Plan ("Group SUB Plan"). The Employer Identification Number assigned to the Plan Sponsor by the Internal Revenue Service is 94-6398563 and the Plan is referred to as Plan No. 501 in governmental filings. The Plan operates on a fiscal year which begins July 1 and ends June 30. This July 1 to June 30 time period is used for governmental reporting and is called the "Plan Year." The address and telephone number of the Plan is:

**Trustees of U.A. Local 38 Group SUB Plan**  
**1625 Market Street**  
**San Francisco, CA 94103**  
**Telephone: (415) 626-2000**

### 2. HOW IS THE PLAN FUNDED?

The Plan is funded entirely out of employer contributions. Those contributions are made under the terms of various Collective Bargaining Agreements between contributing employers and U.A. Local 38. No employee contributions are permitted.

### 3. WHO ADMINISTERS THE PLAN?

The Plan is administered by a Board of Trustees consisting of six (6) Employer (Management) Trustees and six (6) Employee (Union) Trustees. The names of the present members of the Board of Trustees are as follows:

#### **EMPLOYER TRUSTEES:**

Fred Nurisso (Co-chair)  
Armand Kilijian  
Michael Buckley  
Robert E. Buckley, Jr.  
Milt Goodman  
Alex Hall

#### **EMPLOYEE TRUSTEES:**

Lawrence J. Mazzola, Jr. (Chairman)  
Frank Reardon  
Bill Blackwell  
John Chiarenza  
R.J. Ferrari  
Tony Guzzetta  
John Corso (Alternate)

### 4. WHO IS THE PLAN'S AGENT FOR SERVICE OF LEGAL PROCESS?

Maria C. Rivera has been designated as the agent for service of legal process. She can be contacted at:

Maria C. Rivera  
U.A. Local 38 Group Supplemental Unemployment Benefits Plan  
1625 Market Street  
San Francisco, CA 94103  
Telephone: (415) 626-2000

## 5. HOW CAN I CONTACT THE PLAN ADMINISTRATOR?

Maria C. Rivera has been delegated the responsibility of deciding initial claims and of the day-to-day operations of the Plan. She can be contacted at:

Maria C. Rivera  
U.A. Local 38 Group Supplemental Unemployment Benefits Trust Fund  
1625 Market Street  
San Francisco, CA 94103  
Telephone: (415) 626-2000

## 6. WHO PROCESSES AND PAYS OUT PLAN BENEFITS?

The Trust Fund Office processes and pays the Plan's benefit claims. The Trust Fund Office address and telephone number appear above.

## 7. WHEN ARE YOU ELIGIBLE FOR GROUP SUB PLAN BENEFITS?

To be eligible for Group SUB Plan benefits you must be unemployed and you must meet the following additional requirements:

### A. ELIGIBILITY RULES

1. **Member in Good Standing** - A participant must be a U.A. Local 38 member in good standing who has performed work for an employer making contributions to the Group SUB Plan.
2. **2,000 Hours Over Four Years** - An eligible participant must have completed at least 2,000 reported working hours during the four (4) years preceding the member's initial application for Group SUB Plan benefits. Verification of the required 2,000 reported working hours are taken from the Group SUB's Member Work Summary Report.
3. **Renewing Group SUB Benefits** - After the member has received Group SUB benefits for the 26 week period discussed in Section B. below, the member must re-establish eligibility to receive additional Group SUB benefits, by completing an additional 750 reported working hours. After doing so, the member is eligible to receive Group SUB benefits for an additional 26 week period, subject to Section C. below.
4. **Must Be Unemployed** - The member must have signed the Out-of-Work list maintained in either the U.A. Local 38 Dispatch office located at 1621 Market Street, San Francisco, CA and/or the Santa Rosa office located at 3473 Santa Rosa Avenue, Santa Rosa, CA and be available for



work<sup>1</sup> for the one (1) week required waiting period prior to commencement of the 26 week benefit period.

5. **Must Not Refuse Work** - The member must not decline employment in his/her classification during the one week waiting period or during the 26 week Group SUB Plan benefit payment period, excepting for a short-call job.
6. **Must Not Be on Vacation** - The member must not be on vacation or disability, or receiving a pension and is otherwise unable to return to the U.A. Local 38 jurisdiction within 24 hours during the period he/she is receiving Group SUB benefits.

## **B. PERIOD OF ELIGIBILITY**

1. Once a member has satisfied either the initial eligibility requirements or has re-established eligibility, as set forth above, the member may receive weekly Group SUB benefits for up to 26 weeks after a one (1) week waiting period, as discussed in Section C below.
2. Should the participant receive only a portion of the initial 26 weeks of Group SUB Plan benefits and if he then returns to employment, and thereafter becomes unemployed, the participant is entitled to receive Group SUB benefits for the remainder of the 26 week time period.

## **C. REQUIREMENTS FOR APPROVAL OF GROUP SUB PLAN BENEFIT APPLICATION**

1. The participant must file an application with the Trust Fund office (see application for benefits attached as Exhibit A).
2. The participant must certify that he/she has applied for unemployment benefits from the State of California, Employment Development Department (“EDD”) and been approved by the EDD to receive unemployment benefits.
3. The participant must provide the Trust Fund Administration office with the initial EDD One-Week Waiting Period Statement (see sample attached as Exhibit B). The initial EDD One-Week Waiting Period Statement will be used as the Plan’s required one (1) week waiting period prior to the member receiving his/her initial weekly Group SUB benefit payment.
4. If the member does not have the initial EDD One-Week Waiting Period Statement, to be used as proof of complying with the one (1) week waiting period requirement, then the member may do one of the following:

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<sup>1</sup> “Available for work” means that during a given day that you are available for work.

- a. Order an EDD Payment History Report to show satisfaction of the one week waiting period, or
  - b. Forfeit the Plan's first week's payment as the required waiting period.
5. If a member returns to active employment for a Contributing Employer, then the member's eligibility for Group SUB benefits will end.
- a. If the member returns to work but is laid off prior to exhausting the Group SUB 26-week benefit period, the member can then reapply for Group SUB benefits after completing Steps 1 thru 3 above.
  - b. Upon approval of the member's reapplication for Group SUB Plan benefits, the member can receive the remaining Group SUB Plan benefits until the 26-week benefit period is exhausted.

**D. ADDITIONAL ELIGIBILITY RULES FOR GROUP SUB PLAN BENEFITS**

- 1. The Plan will not consider any member's claim for Group SUB Plan benefits that exceed a period of six (6) months.
- 2. Any unused portion of a member's 26 week period described herein shall expire after twelve (12) calendar months.
- 3. Group SUB Plan benefits are paid through the Trust Fund office.
- 4. Members are issued a W-2 for all Group SUB Plan benefits received in any applicable calendar year.
- 5. Individual records are maintained in the Trust Fund Administration offices for each member applying for and receiving Group SUB Plan benefits.
- 6. In the event that through error or inadvertence a member receives benefits that should not have been paid, the member is to return the amount of overpayment to the Fund. Failure to do so, shall disqualify the member from receiving any future Group SUB plan benefits until such time as the repayment is complete.

**8. HOW MUCH WILL I RECEIVE IN GROUP SUB PLAN BENEFITS?**

The Group Supplemental Unemployment Benefit is \$200 per week (prior to applicable tax withholding) for up to 26 weeks. The Board of Trustees reserves the right to increase or decrease the amount of the Group SUB Plan benefit, at any time.

**9. MUST I BE “AVAILABLE FOR WORK” TO RECEIVE GROUP SUB PLAN BENEFITS?**

Yes. You must be considered “available for work” by the Plan to be eligible to receive Group SUB Plan benefits. Available for work also means that you are registered on U.A. Local 38’s “Out-of-Work” List and that the Union Office is able to contact you at your last known address and telephone number on file with the Union Office and that you are willing and available to accept any work in Covered Employment within 24 hours of that work being referred to you.

You will be considered **not “available for work”** if:

- a. You refuse available work in Covered Employment;
- b. You are not properly registered on U.A. Local 38’s “Out-of-Work” List;
- c. The Union Office has tried unsuccessfully to contact you for work in Covered Employment at the address and telephone number they have on file for you;
- d. Pension benefits are paid or payable to you by the U.A. Local 38 Defined Benefit Pension Plan;
- e. Weekly benefits are paid to you from Workers Compensation;
- f. Retirement or disability benefits are paid or payable to you by the Social Security Administration; or
- g. You have left the geographical area of U.A. Local 38’s jurisdiction to go on vacation or you have gained any other employment including employment in the plumbing industry in another U.A. Local’s jurisdiction.

The Group SUB Plan recognizes the legal obligations of individuals to serve as jurors. As a result, anyone who is required to serve as a federal or state juror is considered not “available for work” by the Plan (subject to all of the other normal rules, such as being registered on Local 38’s Out-of-Work list.)

It is extremely important that the Union Office have up-to-date contact and work status information for you. Remember, if your information is not up-to-date, you may not be eligible for Group SUB Plan benefits or, if you are eligible, they may be delayed.

**10. DO I NEED TO FILE AN APPLICATION FOR GROUP SUB BENEFITS?**

Yes. You need to submit a Group SUB Plan Application for Benefits to the Trust Fund Office, along with an EDD “One-Week Waiting Period” Form. This Waiting Period Slip is proof that you received EDD unemployment benefits for the week for which Group SUB Plan benefits are claimed. If you apply for benefits or pick up your benefit check in person, you must present photo identification.

**11. WHEN SHOULD YOU APPLY FOR GROUP SUB PLAN BENEFITS?**

You should apply for your Group SUB Plan benefits as soon as you become unemployed. Group SUB Plan benefit applications are available:

- By calling (415) 626-2000 to request an application, or
- In person at the Trust Fund’s Office located at 1625 Market Street, San Francisco, California 94103.

Submit your completed application and proof from your State Unemployment agency showing your EDD “One-Week Waiting Period” Form, or proof that you have received unemployment benefits for the weeks listed on your application to the Plan’s Administrative Office in person or by mail.

You can obtain information from your State Unemployment agency by visiting the State Unemployment office in person, or by visiting their website. Once you create your account, you can obtain your proof of benefit payment. Please note: a bank statement showing a deposit from your State Unemployment agency is not sufficient, because it does not show the weeks for which you received unemployment benefits.

The Trust Fund Office will make an initial determination of your eligibility when your application is received. If the Trust Fund Office is unable to make an initial determination at that time, then the Trust Fund Office will make its initial decision within 30 calendar days, unless special circumstances require additional time. In such cases, you will be notified of this decision by mail.

**12. CAN I WORK AND RECEIVE GROUP SUB PLAN BENEFITS?**

No. You must certify that you have not worked in Covered Employment for the week that you are applying for Group SUB Plan benefits. You will not be eligible for Group SUB Plan benefits if you engage in any other work, including self-employment.

**13. WHAT IS “COVERED EMPLOYMENT”?**

“*Covered Employment*” is work performed by an employee for a Contributing Employer in a category of work covered by a U.A. Local 38 Collective Bargaining Agreement.

**14. WHO IS A “CONTRIBUTING EMPLOYER”?**

A “*Contributing Employer*” is an individual, partnership, corporation or other business entity that employs employees who are represented by U.A. Local 38 under a Collective Bargaining Agreement or other written agreement requiring payment of contributions to the Group SUB Plan.

**15. WHAT HAPPENS IF THERE ARE ERRORS IN MY REPORTED GROUP SUB PLAN HOURS OR SUBMITTED SUB TRUST FUND CONTRIBUTIONS?**

The Plan relies on information provided by you and your Contributing Employers. The Plan can require you and/or your Contributing Employer, upon reasonable request, to provide documentation and/or proof in order to determine your Plan benefit eligibility. In addition, contact the Trust Fund Office if you believe that any of your Contributing Employers have reported your hours incorrectly or submitted insufficient contributions on your behalf. You can provide the Trust Fund Office with payroll checks, payroll reports, earnings reports or other similar documentation to establish your work record. Remember that these types of errors could have a negative impact on your eligibility for Group SUB Plan benefits.

**16. WHAT HAPPENS IF I AM CALLED UPON TO PERFORM MILITARY SERVICE?**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) protects the reemployment rights and benefits of civilian employees who enter the military “for a brief, non-recurrent period and have no expectation of significant continuing military service.”

This protection extends to employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five years or less. “Uniformed military service” includes: active duty, active duty for training, initial active duty, full-time National Guard duty, reserves and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service.

When you are away from Covered Employment due to uniformed military service covered by this law and return timely to work for a Contributing Employer, your Group SUB Plan benefits will be protected as follows:

- No permanent break in service may occur as a result of military service,
- No forfeiture of benefits already accrued is allowed, and
- There is no need to requalify for participation in the Plan due to absence for military service.

You will not, however, be eligible to receive Group SUB Plan contributions for the period that you are on military duty.

**II. IF YOUR APPLICATION FOR GROUP SUB PLAN BENEFITS IS DENIED**

When you apply for a Group SUB Plan benefit and all of the appropriate materials supporting your application are properly completed, signed and received by the Trust Fund Office, your claim is considered to be “filed.” If the Trust Fund Office requests additional information which is needed to process your application and you do not provide it on a timely basis, your application will be denied. A properly filed claim will either be accepted or denied by the Trust Fund Office. Please

note that a general inquiry about the Plan, or a request to change the Plan's terms, is not a "claim" for purposes of the Group SUB Plan's Application or Appeal Process.

The Trust Fund Office will notify you if your claim for a Group SUB Plan benefit is denied. You'll receive notification within 90 days of the date that you filed your claim unless there are special circumstances that require more time for processing your claim. You'll be notified within that original 90-day period if more time is needed, the reason for the delay, and a date by which a decision is expected.

If your claim is partially or completely denied, you will receive a written or electronic notification from the Trust Fund Office, which includes:

- the specific reasons for the denial,
- the specific reference(s) to the Plan provision(s) on which the denial was based,
- a description of any additional materials or information that you might need to supply the Administrative Office in order for your claim to be accepted, and an explanation of why it is needed,
- an explanation of the Plan's review procedures and the time limits applicable to those procedures, and

### **III. CLAIM REVIEW AND APPEAL PROCEDURES**

If your claim for Group SUB Plan benefits is denied and you would like to have the denial of your claim reviewed by the Group SUB Plan's Board of Trustees, you must send a written request for review (commonly known as an "appeal") to the Trust Fund Office within 60 days of the date that you receive the notice that your claim has been denied. If your written request for a review of a denied claim is not filed within the 60-day time frame, you will lose your right to appeal and have your claim reviewed by the Trustees.

In your written request for a review, you should outline all of the facts and/or arguments as to why your claim should not be denied. If you do not, those facts and arguments can't be raised at a later time. You may submit additional materials, such as documents or records, for consideration or review by the Trustees, including a written explanation of the issues and comments on the issues.

With any timely request for review, you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to your claim. This information is available to you at the Trust Fund Office during normal business hours, provided you have given the Trust Fund Office a reasonable amount of time to assemble the documents for you.

The Board of Trustees will make a decision on your appeal at the next regularly scheduled meeting of the Board of Trustees following receipt of your timely request for review. However, if your request for review is received within 30 days of the next regularly scheduled meeting, your request for review will be considered at the second regularly scheduled meeting following receipt of your request. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your request for review may be necessary.

You will be advised in writing in advance if this extension will be necessary. Once a decision on review of your claim has been reached, the Administrative Office will give you written notice of the decision as soon as possible, but no later than five days after the decision has been reached. The notification will contain the following:

- the specific reasons for the decision,
- the specific reference(s) to the Plan provision(s) on which the decision was based,
- a statement that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to your claim, and
- a statement of your right to bring a lawsuit under ERISA § 502(a).

This procedure must be followed by anyone who believes he or she was not given proper consideration for benefits provided by the Plan. If, for any reason you do not receive a written decision within the time frames explained above, you can assume that your request for a review has been denied.

The decision of the Trustees with respect to a request for a review is final and binding on all parties.

## **1. GENERAL RULES AS TO CLAIMS AND APPEALS**

Any claim, dispute or breach arising out of or in any way related to the Plan, shall be settled by binding arbitration in accordance with the Federal Arbitration Act. All arbitrations shall be conducted on an individual basis only. Each party waives the right to litigate in court or arbitrate any claim or dispute as a class action or as a collective action. Each party further waives the right to act as a member of a class or act as a representative, or to act as a private attorney general. If the participant's waiver of the right to be a part of a class or a member of a collective action is held to be unenforceable then any claim on a class, collective or representative basis shall be filed and adjudicated in a court of competent jurisdiction and not in arbitration.

The Trustees have full and exclusive authority to interpret and construe the terms of the Plan and to determine who is eligible to receive Group SUB Plan benefits. Group SUB Plan benefits will be paid only if the Trustees (or their delegates, including the Plan's Administrative Office) decide in their discretion that you are entitled to them.

If you or your representative request a review of your denied claim after the period for filing the request has passed, your request will not be considered. The one-year time limit on filing lawsuits concerning denied Group SUB Plan claims will begin on the earlier of: (1) the date your claim was finally denied, or (2) the date your right to appeal the denial of your Group SUB Plan claim lapsed.

## **2. IMPORTANT INFORMATION ABOUT LAWSUITS AND LIMITATIONS**

*No arbitration proceeding or related legal proceeding may be brought to obtain Group SUB Plan benefits until after you have exhausted all levels of the Plan's claim review*

*and appeal procedures set forth in Section III. You may file an arbitration demand without exhausting these claim review and appeal procedures if the Plan has failed to timely respond to your request for a review. Please note that in no case may an arbitration be initiated more than one year after the date your claim for review was finally denied.*

#### IV. PLAN IDENTIFICATION INFORMATION

|   |  |
|---|--|
| <b>Legal Name of the Plan</b>               | U.A. Local 38<br>Group Supplemental Unemployment Benefits Plan   |
| <b>Plan Number</b>                          | 501  |
| <b>Employer Identification Number (EIN)</b> | 94-6398563   |
| <b>Plan Type</b>                            | Employee welfare benefit plan that provides weekly supplemental unemployment income benefits to eligible participants.                                       |
| <b>Plan Year</b>                            | July 1 – June 30   |
| <b>Plan Administrator</b>                   | U.A. Local 38 Group Supplemental Unemployment Benefits Plan Board of Trustees<br>1625 Market Street<br>San Francisco, CA 94103<br>Telephone: (415) 626-2000  |
| <b>Agent for Service of Legal Process</b>   | Maria C. Rivera<br>U.A. Local 38 Group Supplemental Unemployment Benefits Plan<br>1625 Market Street<br>San Francisco, CA 94103<br>Telephone: (415) 626-2000 |

#### V. PLAN ADMINISTRATION

A joint Board of Trustees, consisting of an equal number of Union representatives and Employer representatives, administers and maintains your Group Supplemental Unemployment Benefits Plan. The Board is governed by the Agreement and Declaration of Trust established and maintained in accordance with various collective bargaining agreements.

The Board has delegated to Maria C. Rivera the daily operation and maintenance of the Group SUB Plan. Maria C. Rivera employs an administrative staff to assist in the routine administration of the Group SUB Plan. Ms. Rivera will make the initial decision of whether to grant or deny your



claim for Group SUB Plan benefits. As a convenience to you, the Trust Fund Office will also provide you with informal, nonbinding responses to your questions over the telephone. Oral responses supplied by the Trust Fund Office cannot change the written terms of the Plan. Nor are these informal responses binding on the Board of Trustees. Only the Board of Trustees has the authority to construe or to interpret the Plan. No individual Trustee, Trust Fund Office employee, employer or union representative is authorized to interpret the Plan on behalf of the Board or to act as an agent of the Board. Benefits will be paid under this Plan only if the Board of Trustees decides, in its discretion, that the applicant is entitled to them.

## **VI. PLAN FUNDING**

Contributions to the Group SUB Fund are made by individual Contributing Employers at the rate established by U.A. Local 38's collective bargaining agreements. Benefits are provided from the Group SUB Fund's assets, in accordance with the Agreement and Declaration of Trust, and the assets are invested in accordance with the Plan's investment guidelines. Investment managers hired by the Board of Trustees establish these guidelines.

## **VII. CONTRIBUTING EMPLOYERS**

The Plan Administrator will provide you, upon written request, with information as to whether a particular employer contributes to the Group SUB Plan on behalf of employees who are working under the Union contract and, if so, that Contributing Employer's address.

## **VIII. PAYING INCOME TAX ON YOUR GROUP SUB FUND BENEFITS**

Since the tax laws are constantly changing, it is suggested that you consult with a lawyer, accountant or other tax planner regarding the taxes that apply to Group SUB Plan benefits.

## **IX. COLLECTIVE BARGAINING AGREEMENTS**

The Group SUB Fund and the Group SUB Plan are maintained according to U.A. Local 38's collective bargaining agreements. Collective bargaining agreements establish the rate of Contributing Employers' contributions to the Group SUB Fund, the type of work and areas of work that require contributions and certain other terms governing contributions. Copies of the collective bargaining agreements are available for examination at the Trust Fund Office and may be obtained by written request to the Trust Fund Office.

## **X. NO ASSIGNMENT OF GROUP SUB PLAN BENEFITS**

You may not assign or transfer Group SUB Plan benefits, nor shall Group SUB Plan benefits be subject to any legal process or to the demands of any of your creditors. However, this provision shall not bar the Trustees from recovering any payments that you are not entitled to as described in the section below "Group SUB Plan Benefits Received on Account of Fraud, Error, Etc." or from taking the actions described in the section "Disqualification from Receiving Group SUB Plan Benefits."

## **XI. GROUP SUB PLAN BENEFITS RECEIVED ON ACCOUNT OF FRAUD, ERROR, ETC.**

In the event that you (or any other individual(s) and/or entity or entities claiming through you) receive Group SUB Plan benefits that you are not entitled to, whether by mistake, error, fraud, misrepresentation or any other manner, you (or they) agree that the Plan has an equitable lien or constructive trust on the Group SUB funds you received. You also agree to return improperly paid Group SUB funds to the Group SUB Plan for the entire amount involved. You further agree to notify the Plan Administrator immediately upon learning that you received any type of Group SUB payment you are not entitled to. If you fail to promptly return the improperly paid Group SUB benefits, you (or they) will be required to pay interest and all of the Group SUB Plan's collection costs, including attorneys' fees. The Group SUB Plan reserves the right to pursue your estate or beneficiary/ies as well in the event of your death when you received Group SUB benefits under improper circumstances.

In addition, the Group SUB Plan reserves the right to:

- withhold future Group SUB Plan benefits to which you may be entitled until the withheld payments equal the amount of Group SUB Plan benefits incorrectly received by you; and/or
- exercise any legal and equitable rights of action as the Trustees deem appropriate for the recovery of Group SUB Plan benefits incorrectly received by you, plus interest at the highest rate permitted by federal or California law, collection costs and attorneys' fees, including, but not limited to, initiating a lawsuit against you, or in the event of your death, your estate or beneficiary/ies.

## **XII. DISQUALIFICATION FROM RECEIVING GROUP SUB PLAN BENEFITS**

In the event you receive Group SUB Plan benefits as a result of fraud, theft or misrepresentation, including, but not limited to, any person submitting false statements or documents on your behalf, you shall not only be responsible for reimbursing the Group SUB Plan, but you may also be disqualified from receiving Group SUB Plan benefits for the current and succeeding Benefit Year. You may also be subject to other legal claims.

## **XIII. PLAN CONTINUATION**

The Board of Trustees intends to continue the Group Supplemental Unemployment Benefits Plan indefinitely but reserves the right to amend, change or terminate the Plan at any time if necessary, consistent with applicable law.

## **XIV. LIMITATION ON AUTHORITY**

No individual Trustee, Executive Director, Contributing Employer or Union, nor any representative of any Contributing Employer, the Administrative Office or Union, is authorized to interpret this Plan, nor can such person act as an agent of the Board of Trustees. In short, if you have a specific inquiry or issue regarding the Group SUB Plan, you should direct your inquiry in writing to the Plan Administrator or the Board of Trustees so that they may answer you.

## **XV. EFFECTIVE DATE**

This Plan document describes the rules in effect as of January 1, 2021. Rules governing claims for benefits prior to that date may be different. Any specific questions about eligibility for prior Plan benefits should be referred to the Administrative Office.

## **XVI. YOUR ERISA RIGHTS**

As a participant in the U.A. Local 38 Group Supplemental Unemployment Benefits Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

### **1. RECEIVE INFORMATION ABOUT YOUR PLANS AND BENEFITS**

- Examine, without charge, at the Administrative Office or, after proper written request, at the Plan Administrator's Office, all documents governing the Plan, including 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. Any examination at the Administrative Office may take place between the hours of 10:00 AM and 3:00 PM PST Monday through Friday, except holidays.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial reports. The Plan Administrator is required by law to furnish each participant with copies of these summary annual reports.

### **2. 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 Group SUB Plan benefits or exercising your rights under ERISA.

### **3. ENFORCE YOUR ERISA RIGHTS**

If your claim for a Group SUB Plan 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 the Plan document 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 Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

#### **4. ASSISTANCE WITH YOUR QUESTIONS**

If you have any questions about your Plan, you should contact the Administrative Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Office, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (in San Francisco their telephone number is (415) 625-2481), 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.

# EXHIBIT A

U.A. LOCAL 38 APPLICATION FOR GROUP SUB PLAN  
BENEFITS

# TRUSTEES OF U.A. LOCAL 38 TRUST FUNDS

1625 MARKET STREET • SAN FRANCISCO CALIF. 94103 • PHONE (415) 626-2000 • FAX (415) 626-2090

LARRY MAZZOLA, JR.  
*Chairman*

FRED NURISSO  
*Co-Chairman*

ARMAND KILIJIAN  
*Treasurer*

FRANK REARDON  
*Secretary*



## Group Supplemental Unemployment Benefits Plan

### APPLICATION FOR BENEFITS

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ SS #: \_\_\_\_\_

Plumber.....  Steamfitter .....  Welder....

I hereby apply for Supplemental Unemployment Benefits for the week(s) for which I submit a determination of eligibility from the State of California Employment Development Department.

I certify that I was unemployed and registered on the U.A. Local 38 out-of-work list during the period for which I seek unemployment benefits. I further certify that I was able and available for work and did not perform or refuse work or receive remuneration for work performed.

### MEMBER INFORMATION

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ LAST DAY WORKED: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

### BUSINESS AGENT

I certify that the above-named member was registered on the U.A. Local 38 out-of-work list during the period for which the member seeks unemployment benefits. I agree to immediately notify the Trust Fund Administrator or Representative if the above-named member is dispatched to work or has refused to work.

\_\_\_\_\_  
Business Agent

# EXHIBIT B

EDD ONE-WEEK WAITING PERIOD STATEMENT

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02-02-13

/ WEEK PAID

02-11-12

\$ .00

NO BENEFITS ARE PAYABLE BECAUSE THE WEEK ENDING 02-11-12 WAS USED AS A WAITING PERIOD WEEK. UNEMPLOYMENT COMPENSATION IS TAXABLE. A QUESTION ON THE CLAIM FORM ALLOWS YOU TO REQUEST FEDERAL INCOME TAX WITHHOLDING AT 10% OF YOUR PAYABLE AMOUNT. YOU MAKE A NEW WITHHOLDING CHOICE ON EACH CLAIM FORM YOU SUBMIT.



# NOTES