

<p style="text-align:center">Summary Plan Description for the International Union of Operating Engineers Local 825 Supplemental Unemployment Benefit Fund</p>
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I. Introduction

This booklet is the Summary Plan Description (“SPD” or “Plan”) for the benefits provided by the International Union of Operating Engineers Local 825 Supplemental Unemployment Benefit Fund, as amended and restated effective January 1, 2012.

II. Participation

General Rule

You become or continue (whichever applies) as a participant in the Plan on the first day of a **benefit year** immediately following a **benefit year** in which you have performed at least 500 **hours of work**.

A **benefit year** is April 1 through March 31. Records for the Plan are kept on a benefit year basis.

Current Participant Rule

If you currently are a participant in the Plan but you fail to perform 500 **hours of work** in the **benefit year**, you will cease to be a participant in the Plan as of the last day of such **benefit year**. In order to reestablish your participant status, you will need again to satisfy the General Rule above.

If you were receiving benefits as of March 31 and you failed to achieve participant status under the General Rule above for the subsequent **benefit year**, then your benefits will cease April 1 of such subsequent **benefit year** (even if you have not exhausted your full 26 **benefit weeks** from the prior **benefit year**).

III. Eligibility for Benefits

Unemployed (No Hours of Work)

To be considered eligible to receive supplemental unemployment benefits for a **benefit week**, you must meet the following conditions:

- (1.) You must be unemployed on each day of the **benefit week**;
- (2.) You must be registered at the Union Hiring Hall on each day of the **benefit week**;
- (3.) You must be immediately ready and able to work on each day of the **benefit week**;
- (4.) You must receive benefits from a state unemployment compensation board for the **benefit week**; and
- (5.) You must submit a completed written application (as provided by the Fund Office) for supplemental unemployment benefits including proof of benefit payment from a state unemployment compensation board (this proof may include copies of an internet certification, bank statements, ATM card and withdrawal receipts, or state unemployment payment history).

If you are not receiving state unemployment compensation but otherwise meet the eligibility criteria for benefits from this Plan, then in certain circumstances you nevertheless may qualify to receive benefits from this Plan (provided you have remaining **benefit weeks** for the current **benefit year**). These circumstances include if:

- You exhausted your state benefit entitlement and thereafter you returned to active employment but are subsequently terminated from such employment prior to performing sufficient hours of work to reestablish eligibility for state benefits; and,
- Any substantially similar circumstances to the above where you are ineligible for state benefits due to the timing of employment, the timing of your application for benefits to this Plan, or other good faith reason (as determined in the sole and exclusive discretion of Plan Administrator).

In order to obtain benefits under these special circumstances, you must provide to the Plan written documentation from the applicable state explaining the reason why the state is not paying you benefits (subject to all other terms and conditions specified in this SPD). The Plan Administrator will evaluate any documentation from the state along with the other eligibility criteria to determine whether there is a good faith basis on which to award you benefits.

Partial Work

To be considered eligible to receive supplemental unemployment benefits for a **benefit week**, you must meet the following conditions:

- (1.) You must perform no more than the equivalent of 24 regular hours of work during the **benefit week**;
- (2.) You must be registered at the Union Hiring Hall for each day of the **benefit week** except for:
 - a. Any day on which you perform at least 1 **hour of work**; or
 - b. Any scheduled work day cancelled due to inclement weather or other circumstances beyond your control (subject to proof of the

same) and for which you are entitled to no other payment from an employer.

- (3.) You must submit a completed written application (as provided by the Fund Office) for supplemental unemployment benefits including:
 - a. If you have received a partial payment from a state, you must submit proof of this payment with your application form; or,
 - b. If you are ineligible for state benefits, you must submit a copy of your paystubs for the applicable *benefit week*.

IV. Weekly Benefit Amount

The benefit amount is \$350.00 per *benefit week* up to a maximum of 26 *benefit weeks* during a given *benefit year*. The benefit amount and duration is determined in the sole and exclusive discretion of the Trustees and they may change the benefit amount and duration at any time whether on a temporary or ongoing basis.

Unused *benefit weeks* from a *benefit year* may not be carried over to any subsequent *benefit year* and no payment will be made for such unused *benefit weeks*. At no time during any *benefit year* will any participant be entitled to more than 26 *benefit weeks*. For example, if at the end of a *benefit year* you are currently on an approved period of benefits and you have not exhausted your 26 *benefit weeks* for that *benefit year*, the unused portion of the 26 *benefit weeks* does not carry over to the subsequent *benefit year*. Rather, beginning in such subsequent *benefit year*, provided you are otherwise eligible, you again will be entitled to 26 *benefit weeks*.

If you receive benefits for the maximum period of 26 *benefit weeks* in a given *benefit year*, you will not receive any additional *benefits weeks* (subject to Trustee discretion to alter benefit amount and duration discussed above) until a subsequent *benefit year* in which you are eligible for benefits under this SPD.

V. No Interest in Plan Assets

You have no right, title, or interest in any assets of the Fund. You have only the right to benefits subject to the terms and conditions specified in this Plan as amended from time to time by the Trustees.

VI. No Assignment of Benefit

You do not have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, or commute any benefits due you from this Plan. In addition, except as otherwise provided by law, property held by the Fund is not subject to any legal process, to levy, to execution upon, to attachment, to garnishment, to bankruptcy and insolvency proceedings, or to any action by any creditor for payment of any obligation or debt incurred by you.

VII. Exclusive Benefit

The Trustees shall administer the Plan solely in the interests of the participants for the exclusive purposes of providing benefits and defraying the reasonable expenses of administering the Plan. No part of the assets of the Plan shall be returned to any *contributing employer* or the *Union* under any circumstances except as otherwise permitted by the Employee Retirement Income Security Act of 1974.

VIII. Claim and Appeal Procedure

ERISA regulations describe steps that must be taken in cases when a claim for payment is denied, either in whole or in part. A claim might be denied if:

- The *Plan Administrator* does not believe that you are entitled to payment; or
- The *Plan Administrator* disagrees with the payment amount to which you believe you are entitled.

If your claim is denied, the *Plan Administrator* has to notify you in writing within 90 days after receiving your claim. The notice must contain the following information:

- The specific reason(s) your claim was denied.
- The provisions of this SPD that support the denial.
- If your application was incomplete, the additional information needed to complete your claim request and an explanation of why it is needed.
- Information on what you need to do in order to have the claim denial reviewed.
- A statement of claimant's right to bring a civil action under section 502(a) of *ERISA* following an adverse determination on review.

If you do not receive notice on the status of your claim from the *Plan Administrator* within 90 days, or within 180 days if you have previously received notice from the *Plan Administrator* that special circumstances requiring an additional 90 days to consider your claim are present, you can assume your claim has been denied and you may file an appeal of the *Plan Administrator's* denial of your claim.

Once the *Plan Administrator* has reviewed your claim and notified you in writing that your claim has been denied within the required 90-day period (or 180-day period), you may file an appeal. You must submit a written request for a review of that denial within 60 days of the date of the *Plan Administrator's* written notification. In case the *Plan Administrator* does not notify you of the denial within the required 90-day period, your request for review should be submitted immediately after the 90-day period expires.

If you wish, you (or your representative) may review the appropriate governing documents and submit written information supporting your claim to the Board of Trustees.

The Board of Trustees will review your appeal at their next quarterly meeting immediately following receipt of your request unless one of the following exceptions applies:

- you submitted your request less than 30 days prior to the next quarterly meeting; or
- the Trustees notify you of the need for additional time in considering your request.

In the case of either exception, your request will be heard at the next following quarterly meeting.

The Board of Trustees will provide written notification of a final decision within five (5) days after a meeting at which your request is heard. This notification will:

- Be written in clear, easily understood language;
- Inform you of the decision, the reasons why that decision was made, and the specific provisions of this SPD that support it;
- Inform you of your right to receive free of charge upon your request reasonable access to, and copies of, all documents and other information relevant to your claim; and
- State your right to bring an action under section 502(a) of *ERISA*.

If you disagree with the results of the review, you may file suit in federal or state court. If your suit is successful, the court may award you legal costs, including attorneys' fees.

IX. Factual Findings and Plan Interpretations

With respect to any claim or appeal, the Administrator and/or Trustees shall be the sole judges of the standard of proof required in any case and factual findings by the Trustees shall be final and binding on the claimant. In this regard, each participant and/or beneficiary making a claim or appeal under this SPD shall furnish to the Administrator and/or Trustees any information or proof determined by the Trustees or their agent to be reasonably necessary for the administration of the benefit or for the determination of any matter before the Trustees or their agent.

The Trustees have the sole and exclusive discretion to construe and interpret this SPD and such constructions and interpretations shall be final and binding on the claimant.

X. Penalties for Misrepresentation

If you make misrepresentations and/or fraudulent claims to the Trustees or the Fund Office, you will be subject to penalty under this SPD including, but not limited to, the forfeiture of eight **benefit weeks** for each **benefit week** collected under false pretenses. In addition, you will be required to reimburse the Fund for all monies which you secured through misrepresentation or fraud and the Fund will use all reasonable means to recover such monies from you, including but not limited to withholding benefits claimed until the Fund is fully reimbursed.

XI. Your ERISA Rights

Participants in the Plan have certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended, commonly known as **ERISA**. **ERISA** states that, as a participant, you are entitled to:

- Examine, without charge, all governing documents at the **Plan Administrator's** office and other specified locations. These documents include insurance contracts, **collective bargaining agreements**, and a copy of the latest annual report (Form 5500 series) filed by the Fund with the U.S. Department of Labor.
- Obtain copies of all governing documents including contracts, **collective bargaining agreements**, the latest annual report, and the latest SPD upon a written request directed to the **Plan Administrator**. The **Plan Administrator** may charge a reasonable amount for the copies.
- Receive a summary of the Fund's annual financial report. The **Plan Administrator** is legally required to give participants a copy of this summary annual report.
- Obtain a statement, free of charge, telling you how many **benefit weeks** are available to you for the **benefit year** should you qualify for benefits according to the terms of the Plan. This statement must be requested in writing and the **Plan Administrator** is not obligated to provide it more than once a year.

Further, you may not be fired or discriminated against in any way as a means of preventing you from obtaining your benefits or exercising your rights under **ERISA**.

Under **ERISA**, there are steps you can take to enforce your rights. For instance, if you

request materials from the Fund 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 documents and pay you up to \$110 a day until you receive them – unless you did not receive the materials for reasons beyond the *Plan Administrator's* control. In addition to defining the rights of participants, *ERISA* imposes obligations on the people responsible for operating the Plan. These persons are legally referred to as fiduciaries and must act prudently and in the sole interest of the participants and beneficiaries. If the fiduciaries misuse the Fund'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, however, or if the court finds your claim to be frivolous, the court may order you to pay these costs and fees.

If you have any questions about your Plan, you should contact the *Plan Administrator*. If you have any questions about this statement or about your rights under *ERISA*, you should contact the nearest Area 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.

XII. Amendment

The Trustees may amend or modify this SPD at any time and for any reason consistent with the law and the purposes for which the Fund and Plan have been established.

XIII. Termination

In the event that the Fund is terminated, the Trustees shall apply the assets of the Fund to pay obligations then due and any expenses associated with termination of the Fund. Any remaining balance shall be applied in such a manner as will, in the judgment of the Trustees, effectuate the purposes of the Trust under which the Plan is maintained.

XIV. Plan Administration

The Plan is self-administered by the Board of Trustees of the International Union of Operating Engineers Local 825 Supplemental Unemployment Benefit Fund. The Trustees delegated certain duties to the *Plan Administrator*.

Mailing Address

65 Springfield Avenue, Second Floor
Springfield, NJ 07081
Telephone: (973) 671-6800

Employer Trustees

Jack Daly
Jack Kocsis, Jr.
Ross Pepe
Richard Forman

Union Trustees

Gregory Lalevee
John Lynch
Robert Occhiuzzi
Matty White

XV. Contributions

The Fund is funded by employer contributions as specified in a *collective bargaining agreement* with the *Union* or a *participation agreement* with the Trustees. *Contributing employers* will make supplemental unemployment contributions to the SUB Fund on behalf of their Employees. This money is held and invested by the Trustees pursuant to a *Trust Agreement* for the purpose of paying benefits specified in this SPD. Only employers who have signed a written agreement to contribute are required to remit contributions to the Fund on behalf of Employees. If you are uncertain whether your employer has a current signed contract, you may request in writing from the *Plan Administrator* information as to whether a particular employer is a *contributing employer* and, if so, the employer's address. Additionally, you are entitled to receive a copy of the *collective bargaining agreement* or *participation agreement* under which you are covered upon written request to the *Plan Administrator* and you are entitled to examine the agreement at the *Plan Administrator's* office.

XVI. Glossary

BENEFIT WEEK

A standard work week under the applicable *collective bargaining agreement* or *participation agreement*.

BENEFIT YEAR

A *benefit year* is April 1 through March 31.

COLLECTIVE BARGAINING AGREEMENT

An agreement between the *Union* and a *contributing employer* which describes the terms and conditions of employment for individuals covered under the agreement, including participation in this Plan and requiring contributions to the Fund. A copy of any such

agreement may be obtained by participants and beneficiaries upon written request to the *Plan Administrator* and is available for examination by participants and beneficiaries.

CONTRIBUTING EMPLOYER

Any company that employs persons covered under a *collective bargaining agreement* or *participation agreement* requiring supplemental unemployment benefit contributions to the Fund.

ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations promulgated pursuant thereto.

HOUR OF WORK

An hour covered by a *collective bargaining agreement* between a *contributing employer* and the *Union* or covered by a *participation agreement* between a *contributing employer* and the Trustees of the Fund for which contributions are required to the Fund. The Operating Engineers Local 825 Apprenticeship Training and Retraining Fund has entered into a *participation agreement* with the Trustees under which contributions are made for eligible employees of the Local 825 Funds.

PARTICIPATION AGREEMENT

An agreement between a *contributing employer* and the Trustees requiring contributions to the Fund for employees covered by the agreement. A copy of any such agreement may be obtained by participants and beneficiaries upon written request to the *Plan Administrator* and is available for examination by participants and beneficiaries.

PLAN ADMINISTRATOR

The Trustees, collectively, and/or the Trustee's designee who administers the Plan.

TRUST AGREEMENT

An agreement granting beneficial ownership of supplemental unemployment benefits assets to participants and beneficiaries of this Benefit pursuant to the terms and conditions set forth herein and legal ownership and administration responsibilities to the Board of Trustees. This Benefit is part of the International Union of Operating Engineers Local 825 Supplemental Unemployment Benefit Fund and, therefore, the Trust Agreement for that Fund applies to this Benefit.

UNION

The International Union of Operating Engineers Local 825 and its affiliates.