PLUMBERS AND PIPEFITTERS LOCAL NO. 333 SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND

SUMMARY PLAN DESCRIPTION EFFECTIVE February 6, 2019





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PLUMBERS AND PIPEFITTERS LOCAL UNION No. 333 SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND (SUB)

SUMMARY PLAN DESCRIPTION

I. INTRODUCTION TO YOUR SUB PLAN

The Trustees of the Plumbers and Pipefitters Local Union No. 333 Supplemental Unemployment Benefit Fund ("the Fund" of "SUB Fund") are pleased to furnish you with this Summary Plan Description of the Supplemental Unemployment Benefit Plan.

This Summary Plan Description is a brief description of the SUB Plan and your rights, obligations and benefits under it. Some of the statements made in this Summary Plan Description are dependent upon this Plan being "qualified" under the provisions of the Internal Revenue Code. This Summary Plan Description is not meant to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

A copy of your Plan is on file at the Plan Manager's office and may be read by you, your beneficiaries or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should ask your Plan Manager. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

II. GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information, which you may need to know about your Plan. This information has been summarized for you in this section.

1. General Plan Information.

- (a) The name of your Plan is the Plumbers and Pipefitters Local Union No. 333 Supplemental Unemployment Benefit Plan.
- (b) The provisions of your restated Plan became effective on July 1, 2002. The original plan was established by Local 313 of the United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry on July 1, 1969. When Local 313 was merged with Locals 335 and 338 to form the new Local 333, this Supplemental Unemployment Benefit Plan was amended and restated to cover all eligible participants in Local 333's jurisdiction.
- (c) The Plan's records are maintained on a 12-month period of time. This is known as the Plan Year. The Plan Year begins on July 1st and ends on June 30th.
- (d) The Plan and Trust are governed by applicable federal laws, as well as the laws of the State of Michigan, in certain limited circumstances.
- (e) Regular payments are made by your employer on your behalf to the Fund. The amount of contributions is based on rates negotiated through collective bargaining, based upon the number of hours that you work and the gross wages that you receive. These employer contributions are the foundation of the SUB Plan.
- (f) Participants and beneficiaries may receive from the plan manager, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address. The plan is maintained pursuant to a collective bargaining agreement, and a copy of the agreement may be obtained by participants and beneficiaries upon written request to the plan manager, and is available for examination by participants and beneficiaries, as required by 29 CFR §§ 2520.104b-1 and 2520.104b-30.
- (g) The Fund is administered by a third-party administrative manager pursuant to a contractual agreement see the Plan Manager Information section for more detail.

II. GENERAL INFORMATION ABOUT YOUR PLAN

2. Plan Manager Information.

The name, address and business telephone number of your Plan's Administrative Manager are:

Mr. James Schreiber
TIC International Corporation, Inc.
6525 Centurion Dr.
Lansing, MI 48917
Phone: (866) 348-9499
Fax: (517) 321-7508

This is also the Trustees' principal place of business.

The Plan Manager keeps the records for the Plan and is responsible for the day-to-day administration of the Plan. The Plan Manager will also answer any questions you may have about your Plan.

3. Trustee Information.

The names, addresses and telephone numbers of the Plan's Trustees are:

EMPLOYER TRUSTEES

Mr. Chad Myers Myers Plumbing & Heating 16825 Industrial Parkway Lansing, MI 48906 (517) 886-2255

Mr. Jason Kreger Aladdin, Inc. 4809 James McDivitt St. Jackson, MI 49201 (517) 750-9955

Mr. John Green 220 Victor St. Highland Park, MI 48203 (313) 868-2400

Mr. Kevin Jonas Paul E. Bengel Company 420 E. Prospect St. Jackson, MI 49203

UNION TRUSTEES

Mr. Price Dobernick 5405 S. Martin L. King, Jr. Blvd. Lansing, MI 48911 (517) 393-5480

Mr. Joseph Michilizzi 5906 E. Morgan Rd. Battle Creek, MI 49037 (269) 968-0993

Mr. Chris Keck 5405 S. Martin L. King, Jr. Blvd. Lansing, MI 48911 (517) 393-5480

Mr. George VanCoppenolle 3101 Allied Industrial Rd. Jackson, MI 49201 (517) 784-1106

II. GENERAL INFORMATION ABOUT YOUR PLAN

ALTERNATE EMPLOYER TRUSTEE

Ms. Becky Brimley Mid-Michigan Mechanical Contractors Assn. 901 S. Cedar St., Ste. 200 Mason, MI 48854 (517) 676-0390

The Trustees have been designated to hold and invest the Plan assets and to oversee the Plan administration. They are the "named fiduciaries" of the Plan as defined under federal law.

Plan Attorneys.

The name, address and telephone number of your Plan's attorneys are:

Novara, Tesija, & Catenacci P.L.L.C. 888 W. Big Beaver Rd., Ste. 600 Troy, MI 48098 Phone: (248) 354-0380 Fax: (248) 354-0393

Fax: (248) 354-0393 Email: nt@ntclaw.com

The Plan's attorneys are responsible for handling all legal matters involving the Fund.

Service of Legal Process.

Service of legal process may be made upon the Plan's Administrative Manager or the Plan's attorneys.

Termination Insurance.

The benefits of the Plan are not insured under Title IV of the Employee Retirement Income Security Act of 1974, also called ERISA. This Plan is exempt from the requirement that benefits be insured by the Pension Benefit Guaranty Corporation.

III. ELIGIBILITY

• QUESTION: Who is eligible to participate in the Plan?

ANSWER:

Any person who is actively employed within the jurisdiction of Plumbers & Pipefitters Local Union No. 333 and whose terms and conditions of employment are covered by a Collective Bargaining Agreement calling for payment of Employer contributions into this SUB Fund, is eligible to participate in the Plan.

• QUESTION: When am I eligible for Plan benefits?

• ANSWER:

You are initially eligible for benefits upon earning 24 credits during any period of 24 consecutive months (or, prior to January 1, 2005, at least 18 credits during any preceding period of 18 consecutive months) so long as none of the credits have been previously forfeited under paragraph 2.3 of the Plan. If you had credits in the predecessor Local 313 SUB Plan, they will be taken into account for eligibility purposes. Once you have established initial eligibility, you may draw benefits against your credit until they are used up.

• QUESTION: What are "credits" and how do I accumulate them?

• ANSWER:

The term "credit" means the benefit unit earned by you, which entitles you to benefits under the SUB Plan. For each month in which you work 40 or more hours for a contributing Employer, you earn credits according to the following schedule:

HOURS OF CONTRIBUTIONS

SUB CREDIT EARNED

Less than 40	0
40, but less than 80	1
80 and over	2

You may not earn more than two credits in any calendar month, nor accumulate more than 52 credits in your account at any time.

• QUESTION: How are credits in my account used?

• ANSWER:

One credit is cancelled for each benefit payment made to you, except for benefits paid on account of jury duty.

• QUESTION: What if I use all of my accumulated credits?

· ANSWER:

Once you use all of your available credits, you will be required to earn 12 additional credits, in a 12 consecutive month period, before being eligible for benefits under the Plan again.

III. ELIGIBILITY

• QUESTION: Can my credits be canceled in any other manner?

ANSWER:

Yes. Your credits can be permanently canceled if you have failed to earn at least one credit during any consecutive 36-month period (or, prior to July 1, 2005, one credit during any consecutive 12-month period) during which contributions are otherwise made to the SUB Fund, or you have willfully misrepresented any material fact in connection with an application for benefits or for participation in the Plan.

• QUESTION: Will my eligibility for SUB benefits continue after I retire?

• ANSWER:

No. If you are receiving (or have received) benefits from the Plumbers 333 Pension Fund, the UA Pension Fund, or any other Pension Plan you will no longer be eligible to receive benefits under this Plan.

QUESTION: What happens to my credits if I leave the trade?

• ANSWER:

If you have at least 5 years of participation with this (or the predecessor Local 313 Plan) and are otherwise eligible for coverage, once you have terminated your employment with a contributing Employer and have permanently severed your relationship with the plumbing and pipefitting industry for at least 12 months, you are eligible to receive a one-time severance pay benefit from the S.U.B. Plan, based upon the number of credits remaining in your account. You may also be eligible for a Severance Pay Benefit in the event you become permanently and totally disabled from performing work in the plumbing and pipefitting industry.

QUESTION: What happens upon my death?

• ANSWER:

If you are eligible for coverage at the time of your death, your surviving spouse or beneficiary may be entitled to a survivor benefit in the event of your death, payable in a lump sum. The amount of the survivor benefit is calculated in the same way as the severance benefit.

III. ELIGIBILITY

• QUESTION: Under what circumstances are SUB benefits paid?

· ANSWER:

Each credit is worth one week of benefit. For each weekly benefit paid, a credit is canceled. In general, you are eligible to receive a benefit for any week of unemployment during which you have performed no work, within both the geographical and craft jurisdiction of the Union, and satisfied all the conditions set forth in any one of the following examples:

- 1. You have been laid off from work by a contributing Employer and are receiving unemployment benefits from the State, and you are available to perform work within the geographical and craft jurisdiction of the Union.
- 2. You are eligible to receive sickness and accident benefits from the Plumbers & Pipefitters Local Union No. 333 Welfare Fund, or weekly workers' compensation benefits because of an occupational injury.
- 3. You have served on jury duty in the State of Michigan.

IV. BENEFITS

QUESTION: Once I am laid off, how do I prove that I am available for work?

ANSWER:

If your claim is based upon eligibility to receive unemployment compensation benefits, you must be registered with and be available for job assignments from the Plumbers & Pipefitters Local Union No. 333. You must report to the Local Union's office by the next business day after your layoff and register on the out-of-work list. Your application for benefits must be filed with the Plan Manger within 30 days of your layoff. Each time you receive an unemployment compensation payment, you must provide proof to the S.U.B. office within 30 days to receive your S.U.B. benefit.

• QUESTION: What is the procedure if I am receiving sickness and accident benefits from the Welfare Fund or workers' compensation benefits?

• ANSWER:

If your claim is based on eligibility to receive weekly sickness and accident benefits from the Welfare Fund or workers compensation benefits, you must present the S.U.B. office with proof of benefit payment in order to receive your S.U.B. check.

• QUESTION: If I am ineligible for State unemployment benefits because I have not been employed long enough, may I still receive S.U.B. pay benefits?

• ANSWER:

If you have failed to qualify for a state benefit, it may be possible for you to receive a S.U.B. benefit. You must first apply and exhaust your ability to receive unemployment benefits from the State.

QUESTION: What is the amount of weekly Unemployment Benefits?

ANSWER:

The amount of the weekly benefit is determined from time to time by the Trustees, considering the financial condition of the Fund and its purpose. Benefit amounts will change to the appropriate level only when the "Fund's assets available for Payment of Benefits" stay within a given level for three consecutive calendar months. Currently the following benefit rates are in effect:

WEEKLY BENEFIT AMOUNT	FUND'S ASSETS AVAILABLE FOR PAYMENT OF BENEFITS		
\$100.00	\$500,000 or more		
\$90.00	\$250,000 to \$499,999		
\$80.00	\$100,000 to \$249,999		
\$40.00	\$25,000 to \$99,000		
\$0.00	Less than \$25,000		

IV. BENEFITS

QUESTION: What benefits do I receive if I am serving jury duty?

• ANSWER:

If you have satisfied all of the conditions for eligibility and you have served on a jury in the State of Michigan, then the amount of the benefit will be based upon 7 hours per each day of the duty, at the journeyman rate then in effect, up to a maximum of 15 days. No credits will be cancelled for such benefits.

• QUESTION: How are severance and survivor benefits calculated?

• ANSWER:

Severance benefits (paid when you leave the trade) and survivor benefits (paid in case of death) are both based on the total years that you have participated in this, or the predecessor Local 313 Plan, and the average number of credits that you have accumulated. The longer that you participate in the plan and the more credits that you have, the higher your severance benefit amount is. The amount is determined by multiplying the average number of credits in your account over the most recent five-year period by a benefit factor (see schedule). That number of maximum credits is then multiplied by the benefit rate then in effect to determine your lump sum severance or survivor benefit amount.

YEARS OF PARTICIPATION	ADJUSTMENT FACTOR	MAXIMUM CREDITS	MAXIMUM BENEFIT @ \$40	MAXIMUM BENEFIT @ \$80	MAXIMUM BENEFIT @ \$90	MAXIMUM BENEFIT @ \$100
Less than 5	.3	13	\$520.00	\$1,040.00	\$1,770.00	\$1,300.00
5 to 9	.5	26	\$1,040.00	\$2,080.00	\$2,340.00	\$2,600.00
10 to 14	1.0	52	\$2,080.00	\$4,160.00	\$4,680.00	\$5,200.00
15 to 19	1.5	78	\$3,120.00	\$6,240.00	\$7,020.00	\$7,800.00
20 to 24	2.0	104	\$4,160.00	\$8,320.00	\$9,360.00	\$10,400.00
25 to 29	2.5	130	\$5,200.00	\$10,400.00	\$11,700.00	\$13,000.00
30 or more	3.0	156	\$6,240.00	\$12,480.00	\$14,040.00	\$15,600.00

These amounts may be modified by the Fund, form time-to-time to reflect the Plan's funding status.

IV. BENEFITS

QUESTION: What severance benefit will be paid if the amounts change?

· ANSWER:

In the event that benefit amounts change, the benefit amount in effect on the date of the eligible Participant's retirement will apply. If the participant is eligible for benefits because no hours have been reported for the participant in twelve months, then the benefit amount in effect on the date that the last hours were reported will apply. The benefit amount will not be determined by the date of application for benefits.

QUESTION: How are unemployment benefits paid?

· ANSWER:

Benefits are paid to you via check. The first payment will cover the period between the application for benefits and the date of payment. Subsequent payments will be made weekly.

QUESTION: How are severance benefits paid?

· ANSWER:

A severance payment is a onetime benefit, payable in a lump sum. A severance payment is payable to an eligible participant who has terminated employment with his Employer for any reason or who has permanently severed his relationship with the plumbing and pipefitting industry, and who has performed no covered work for an Employer in the previous 12 consecutive months, and who has accrued at least 5 benefit years of participation in this or a predecessor plan.

QUESTION: How are survivor benefits paid?

· ANSWER:

Survivor benefits are calculated and paid in the same way as the severance benefits – a one-time lump sum paid to your beneficiary.

V. CLAIMS

• QUESTION: How do I apply for benefits under the Plan?

• ANSWER:

You must register on the union's out-of-work list by the next business day following notice of your layoff. You must provide the plan manager with a completed application for supplemental unemployment benefits within 30 days of your layoff.

Each time you receive an unemployment compensation check, a copy of the unemployment check stub or receipt must be received by the supplemental unemployment benefit fund office within 30 days of your receipt of said check.

Benefits will be paid to you upon the completion of the appropriate forms and your registration on the out-of-work list at the Union Hall as set forth above. Requests for forms should be made to the Plan Manager, whose address and telephone number are set forth in Article II, Section 2. In the alternative, forms may be picked up at the Union Hall.

In order to support your claim, you must provide to the Plan Manager with a copy of the documents described above, specifically a copy of your unemployment check or a copy of a stub from a benefit check received pursuant to a workers' compensation claim or sickness and accident claim.

If you receive an overpayment, the Trustees may request reimbursement and may offset future benefits until the amount of the overpayment is totally reimbursed to the Fund.

QUESTION: What if notice of denial is not furnished by the Trustees?

ANSWER:

If notice of the denial of a claim is not furnished to you in accordance with the above provisions within a reasonable period of time, your claim will be deemed denied. You will then have the ability to challenge the denial through the Plan's Claims Review Procedure.

• QUESTION: What rights do I have if my claim is denied?

• ANSWER:

If your claim has been denied, and you wish to submit a claim of appeal, you must follow the Claims Review Procedure.

- (a) Upon the denial of your claim for any benefit provided by the Plan, you may file your Claim Appeal form, in writing, with the Trustees.
- (b) You must file the claim appeal form no later than 60 days after the claim denial was mailed to you.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees.
- (d) Your claim for review must be given a full and fair review. If your claim is denied, the Trustees must provide you with written notice.

V. CLAIMS

- (e) The Trustees' decision on your claim for review shall be communicated to you in writing.
- (f) If the Trustees' decision on review is not furnished to you in writing your claim shall be deemed denied on review.
- QUESTION: What rights do I have if I make a claim for benefits based on disability, and my claim is denied?

ANSWER:

If you have made a claim for benefits based on the fact that you are disabled, that claim has been denied, and you wish to submit your claim for review, you must follow a special Claims Review Procedure that applies to disability claims only:

- (a) Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Trustees.
- (b) The review will be conducted by a Plan fiduciary.
- (b) You must file the claim for review no later than 180 days after you have received written notification of the denial of your claim.
- (c) You may review all pertinent documents relevant to the denial of your claim free of charge, and submit any issues and comments, in writing, to the Trustees.
- (d) The Plan fiduciary conducting the review must consult with a health care professional who has appropriate training and experience in the field if the appeal determination is based in whole or in part on a medical judgment.
- (e) The health care professional engaged with respect to the review on appeal may not be the same health care professional who was consulted in connection with the initial adverse determination nor the subordinate of such individual.
- (f) The Medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim must be identified.
- (g) Your claim for review must be given a full and fair review. If your claim is denied, the Trustees must provide you with written notice. For request for review received within 30 days of a regularly scheduled board of trustees' meeting, you will be given a decision within five days after the second meeting following your request. For appeals filed more than 30 days before a regularly scheduled board of trustees' meeting, you will be given a decision within five days after the next board meeting. In the event that circumstances beyond the Board's control arise, the decision may be delayed by one additional board meeting.

V. CLAIMS

- (h) The Trustees' decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
- (i) If the Trustees' decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.
- QUESTION: Can my benefits be terminated?

ANSWER:

Yes, in the event you exhaust your accumulated credits, your benefit payments will end. In addition, if you are referred a job by the union at any time while receiving supplemental unemployment benefits and you refuse the job, your benefits will immediately be suspended and no further benefits will be payable to you for the particular layoff that gave rise to you eligibility for benefits.

VI. ERISA RIGHTS

• QUESTION: What are my rights under current law?

• ANSWER:

As a Participant in Plumbers & Pipefitters Local Union No. 333 Supplemental Unemployment Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, (commonly known as ERISA). In accordance with Department of Labor Regulations §2520.104b-1 and §2520.104b-30, ERISA provides that all Plan Participants shall be entitled to:

- (a) Examine, without charge, at the Plan Manager's office or the Union Hall, all Plan documents, including the Agreement and Declaration of Trust;
 - (i) The Plan;
 - (ii) Collective bargaining agreements;
 - (iii) Insurance contracts; and
 - (iv) Copies of all documents filed by the Plan with the U. S. Department of Labor, such as detailed annual financial reports, Summary Plan Descriptions, insurance contracts and collective bargaining agreements.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Trustees. The Plan Manager may charge a reasonable fee for making copies;
- (c) Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of this summary annual report; and
- (d) Obtain a statement telling you what rights you have with respect to benefits offered by the Plan. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.
- QUESTION: Does ERISA impose any obligations on the Fund Trustees?

• ANSWER:

Yes. In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan.

The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

VI. ERISA 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.

• QUESTION: What steps can I take to enforce my legal rights?

ANSWER:

Under ERISA, there are certain steps you can take to enforce the above rights. For instance, if you request materials 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 Manager to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Manager.

If you have a claim for benefits, which is denied or ignored, in whole or part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If the Plan's 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 if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Manager. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan 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.

VII. AMENDMENT AND TERMINATION OF THE PLAN

• QUESTION: Can the Plan and its Trust documents be amended?

· ANSWER:

The Board of Trustees has the right to amend the Plan and Trust at any time. In no event, however, shall any amendment:

- (a) authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries; or
- (b) cause any part of your Plan assets to revert to the Employer.
- QUESTION: Can the Plan and Trust Agreement be terminated?

• ANSWER:

The Trust (and consequently the Plan) may be terminated by the joint resolution of the Employers and the Union. The Trustees may also terminate the Plan when a collective bargaining agreement requiring contributions no longer exists. In addition, the Plan will be terminated if and when no assets are left in the Fund, or no individuals remain alive who can qualify for benefits.

In the event of termination, the Trustees would pay any and all remaining obligations of the Plan. Any surplus would be applied by the Trustees in a manner determined by them to be consistent with the purpose of the Trust.

VIII. INSURANCE COVERAGE

• QUESTION: Are my benefits insured?

• ANSWER:

Your benefits under this plan are <u>NOT</u> insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Since this Plan is not considered a "Pension Plan", PBGC insurance does not apply. For more information about the PBGC and the benefits it guarantees, ask your Administrative Manager or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

NOTE: For a more detailed statement of your rights and obligations you should consult the Plan document.

This document is provided for you by the Plumbers and Pipefitters Local Union No. 333 Supplemental Unemployment Benefit Plan.