



# **ADDITIONAL SECURITY BENEFIT FUND**



## **PLAN AND SUMMARY PLAN DESCRIPTION**

PLUMBERS LOCAL UNION No.1 FUND OFFICE

50-02 FIFTH STREET, LONG ISLAND CITY, NEW YORK 11101

**2019**

To All Eligible Employees:

The Additional Security Benefit Fund (the “Fund” or the “ASB Fund”) is intended to supplement benefits provided by the other Plumbers Local Union No. 1 Funds. The Additional Security Benefit Fund provides supplemental unemployment benefits, supplemental workers’ compensation benefits, supplemental disability benefits, supplemental income maintenance, emergency benefits for disaster, fire or flood, severance benefits, supplemental vacation benefits, legal services benefits, education/training benefits, funeral benefits, and death benefits.

Some of these benefits are taxable to you based on the current rules of the Internal Revenue Service, New York State and New York City. When required by these rules, the Fund must withhold taxes from your benefits when they are paid. Tax rules change from time to time and the Fund must operate in accordance with legal requirements.

This booklet outlines the eligibility rules, describes the conditions governing the payment of benefits, and explains the procedures you should follow in filing a claim as well as an appeals procedure should your claim be denied. It is the Plan document and the Summary Plan Description (“SPD”) that is required by law.

Plumbers Local Union No. 1 and the Association of Contracting Plumbers of the City of New York, Inc. or other employers, i.e., the Bargaining Parties, have previously reallocated ASB Fund contributions to wages and/or related Trust Funds. Outside of delinquent contribution recoveries, there are currently no new contributions payable to the Fund. With no new contributions coming into the ASB Fund after 2016 (or earlier depending on the Collective Bargaining Agreement. See page 11 for details), the previous SPD and Civil Service SPD have been combined into this latest revision.

We urge you to read this booklet carefully so that you will understand the complete plan of benefits, eligibility rules, and claims and appeals procedures. It is the Trustees’ goal to provide the most appropriate benefits that will contribute to the security, health and well-being of participants and their families.

Sincerely,

The Board of Trustees  
Plumbers Local Union No. 1  
Additional Security Benefit Fund

This updated booklet describes the benefits for participants in the Fund (as amended through October 31, 2018) as well as information to comply with the Employee Retirement Income Security Act of 1974 (“ERISA”). The Board of Trustees reserves the right to amend the Plan from time to time and to terminate the Plan. If the rules or benefits change, you will receive written notice explaining the changes. Please be sure to read all Plan communications and keep them with this booklet.

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## BENEFIT HIGHLIGHTS

If you are an Eligible Employee as defined in the Section below entitled “Eligibility for Benefits”, you will be enrolled in this Plan. You will have a separate account into which Employer (Account A) and Employee (Account B) contributions received for hours worked will be held. Subject to the limits and eligibility requirements of the Plan, you may receive the amounts in your Account in the form of the various benefits provided by the Plan. Benefits cannot exceed your Account balance and are subject to the limitations and eligibility requirements described below.

In addition to contributions,<sup>1</sup> the Plan allocates the investment gains and losses and the administration and investment costs directly to the accounts of Participants. Accounts are valued on a monthly basis based on market value, and the Trustees determine the monthly administrative expenses and investment expenses to be charged to individual accounts.

The Investment Expense will be deducted from the “gross investment return” of the investment and the “net investment return” will be updated to your investment account. For example, for August 2018, the annualized expense ratio is 0.22%. This amount will be adjusted as necessary.

The Administrative Expense includes all “non-investment related expenses.” These expenses include Recordkeeping, Administration, Collection, Accounting, Legal, Consulting and Custody fees. An amount of \$180 per year (\$15 per month) is deducted from your account to cover the Plan’s Administrative Expenses. This amount will be adjusted as necessary.

The Fund will compute the value of your account monthly as of the last day of each month. After the end of each quarter, you will receive a Statement of Benefits, showing your Individual Account as of the end of such quarter.

**How will My Account be Valued?** As a Participant in the Plan, you will have an individual account (Account A and/or Account B) to which will be credited contributions on your behalf, if any, and your share of the earnings and expenses of the Fund.

Your account is “valued” each month to show your share of any administrative expenses, Benefit payments, contributions, earnings (or losses) an investment expenses for the month. This “valuation” is a four-step process:

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<sup>1</sup> As discussed previously, new contributions are no longer required to be made to the Fund. The only contributions to an account are past due contributions that may be collected through the efforts of the Trustees.

- First, all administrative expenses (except investment expenses) incurred are charged against each account on an equal basis, regardless of the amount in the account;
- Second, your account is adjusted for any Benefit payments to you or on your behalf;
- Third, your account is credited with employer contributions received on your behalf for the month; and
- Fourth, a proportionate share of investment earnings (or losses) and investment expenses is allocated to your account (based on assets in your account).

**Can my Account balances increase and/or decrease due to financial markets?** Yes. Your individual Account A and/or Account B balances may increase or decrease on a monthly basis due to financial market conditions.

BENEFIT	AMOUNT
<b>Supplemental Unemployment Benefit</b> Payable to Employee	Greater of \$300 or amount of Employee's base pay per week in accordance with the normal working hours per week under the applicable Collective Bargaining Agreement less the amount of State unemployment benefits.
<b>Supplemental Workers' Compensation Benefit</b> Payable to Employee	Greater of \$300 or amount of Employee's base pay per week in accordance with the normal working hours per week under the applicable Collective Bargaining Agreement less the amount of State workers' compensation benefits.
<b>Supplemental Disability Benefit</b> Payable to Employee	Greater of \$300 or amount of Employee's base pay per week in accordance with the normal working hours under the applicable Collective Bargaining Agreement less the amount of State disability benefits.
<b>Supplemental Income Maintenance</b> Payable to Employee who is unemployed, underemployed, injured on the job or disabled and not eligible for Supplemental Unemployment, Supplemental Workers' Compensation or Supplemental Disability	Greater of \$300 or the amount of the Employee's base pay per week based on the normal working hours under the applicable Collective Bargaining Agreement up to a maximum of \$1,500 per week.

BENEFIT	AMOUNT
<b>Emergency Benefit for Economic Catastrophe-Disaster, Fire or Flood</b>	No maximum.
<b>Severance Benefit</b> Payable to Employee	Maximum of two times annual wages of Employee in the year immediately preceding severance of employment in the industry.
<b>Funeral Benefits</b> Payable for the funeral/burial expenses of an Employee or Dependents	No maximum.
<b>Death Benefit Payable upon the death of the Employee.</b> Paid after the funeral benefit to the Beneficiary if different from the person applying for Funeral Benefits.	<p>The Beneficiary may elect to receive the Death Benefits in a single payment or in monthly payments.</p> <p>However, if at time of payment, the account balance is \$5,000.00 or less, death benefits will be paid in a lump-sum payment.</p> <p>The Beneficiary who elects monthly payments will receive the Employee's Account in 84 monthly payments.</p>

BENEFIT	AMOUNT
<b>Supplemental Vacation Benefit</b>	Maximum of \$18,000 per year. Vacation Benefits not used in a calendar year may be withdrawn in the following calendar year.
<b>Legal Services Benefit</b>	No maximum.
<b>Education/Training Benefit</b> Payable for education/training of the Employee, spouse or eligible Dependents.	No maximum.



## ELIGIBILITY FOR BENEFITS

Eligibility for benefits is based upon hours worked under the Collective Bargaining Agreements which obligated employers to pay contributions to this Fund on your behalf, and for which contributions have been received. You may not make individual or self-contributions. After 2016, no Collective Bargaining Agreement has required employer contributions. Unless the Fund recovers past due contributions, you would not be able to establish initial eligibility for an Account.

The final determination of your Account balance will be based upon contributions actually received by the Fund Office.

This Plan Booklet uses different terms to refer to categories of Employees who are affected by Plan rules. These terms and some other related terms are described below:

- **"Employee"** means an employee of a participating Employer covered by a Collective Bargaining Agreement between that Employer and Plumbers Local Union No. 1 (the "Union") affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada AFL-CIO.
- **"Collective Bargaining Agreement"** means the labor agreement in force and effect between the Union and the Association of Contracting Plumbers of the City of New York, Inc. or another employer, together with any modifications, supplements or amendments that required contributions to this Fund.
- **"Prior Plans"** means the additional security benefit funds and supplementary benefit funds of former Local Unions 1, 2, and 371 which were merged to form this Plan on December 7, 1999 as well as the Plumbers Local Union No. 1 Vacation and Holiday Fund (the "Vacation Fund") which was merged into this Plan on January 1, 2014.
- **"Covered Employment"** means work under a Collective Bargaining Agreement for which contributions were required to this Fund prior to 2016. For purposes of determining eligibility during the period immediately following the mergers on December 7, 1999 and January 1, 2014, eligibility will be determined by applying the Plan rules to hours worked under this Plan and Prior Plans as if they were hours worked under this Plan.
- **"Eligible Employee"** means an employee who has satisfied the requirements for eligibility for benefits from this Fund as described herein and who is currently eligible for benefits.

## **How an Employee Becomes Eligible for Plan Benefits**

### **Initial Eligibility for Employees Covered by a Collective Bargaining Agreement<sup>2</sup>**

Prior to 2016, you became eligible for benefits after you were credited with at least 270 hours in Covered Employment under this Plan or the Prior Plans within a period of three (3) consecutive months provided the Plan actually received the contributions for those hours. After 2016, you are entitled to benefits if you had an Account established for you before 2016 or if the Fund recovers contributions for months owed prior to 2016 which would have established your initial eligibility in the Plan under the Plan Rules.

### **Continuation of Eligibility**

If you become an Eligible Employee, you and your Eligible Dependents will remain eligible for benefits so long as you have an Account balance.

### **Termination of Eligibility**

Your eligibility will terminate on the earliest of the following dates:

- the date the Plan terminates, or
- the date your Account has been completely distributed.

### **Reinstatement of Eligibility**

If you have lost your eligibility for benefits under the Plan because your Account has been completely distributed after you have stopped working in Covered Employment, you may re-establish eligibility by satisfying the Initial Eligibility requirements described above.

### **Eligibility Following Cessation of Contributions**

<sup>2</sup>As previously explained, other than delinquent contribution recoveries, there are currently no new contributions payable to the Fund. As a result, employees who have not established eligibility for benefits cannot establish eligibility and employees who have lost eligibility for benefits cannot reinstate eligibility. Eligibility will terminate if the Plan terminates or your Account has been completely distributed.

## Eligibility for Dependents

Your Eligible Dependents include your spouse and any other individual who qualifies as a dependent under Section 152 of the Internal Revenue Code. Under this law, a dependent is a relative (listed in the law) and for whom you provide more than one half of their support in the calendar year. This may include your children, including children placed for adoption and foster children placed with you; grandchildren; stepchildren; brothers and sisters and stepbrothers and sisters; parents, stepparents and grandparents; nieces and nephews and in-laws.

Each Eligible Dependent must be listed on an Enrollment Form signed by the Employee and filed with the Fund Office before benefits will be paid for that Dependent. Each change in Dependent Enrollment (adding or terminating a Dependent) must be submitted with evidence or proof of Dependent status satisfactory to the Trustees. If there is a change in the Employee's marital status, such as a divorce or legal separation, so that the spouse or former spouse is no longer a Dependent, the Employee is responsible for notifying the Fund Office immediately. The Employee must also notify the Fund Office immediately if a previously enrolled Dependent ceases to qualify for Dependent status under this Plan.

## Termination of Dependent Coverage

Benefits for Dependents end on the earliest of the following:

- The date the Employee's eligibility terminates (See page 8);
- For the Employee's spouse and any step-children, the date the Employee and spouse are divorced;
- The date the Employee ceases to provide a majority of the individual's support;
- Upon the payment of the Death Benefits following the Eligible Employee's death;

An Employee may not remove a Dependent who continues to qualify as a Dependent under the Plan. However, a Dependent may be removed based on a Court Order.

The Fund Office may investigate the status of any Dependent. The Fund Office may require copies of court orders, property settlement agreements, birth certificates, paternity determinations, guardianship orders, adoption papers, tax returns or any other document or information related to the determination of an individual's status as a Dependent.

## DESCRIPTION OF BENEFITS

If you are an Eligible Employee as defined in the Plan, you will have an Account which will have been credited with Employer and Employee Contributions for hours worked. As explained previously, new contributions are no longer made under Collective Bargaining Agreements.

You will be able to receive the amounts in your Account in the form of the various benefits provided by the Plan. Benefits payable to you or your Eligible Dependents cannot exceed your Account balance and are subject to the limitations and eligibility requirements described below. Income is credited to Accounts. The gains, loss, administrative and investment fees applied to each Employee's Account will be determined by the Trustees for each calendar month.

Some of the benefits provided by the Plan are taxable to you based on the current rules of the Internal Revenue Service and New York State. When legally required, the Fund must withhold taxes from your benefits paid from Account A (Employer Contributions) when they are paid to you. A form 1099 is issued when amounts are paid to a beneficiary. Tax rules change from time to time and the Fund must operate in accordance with legal requirements.

With respect to any benefits paid from Account A that are subject to FICA tax, the Fund will deduct the Employee's share of FICA tax from the benefit and pay it to the Internal Revenue Service plus the Employer matching FICA payment. The Employer FICA tax is paid by the Fund. Employers submitted an additional contribution to the Fund which was not credited to the Employee's individual accounts but which is applied to pay the Employer FICA tax.

The following is a summary of the changes that have been made to both the contributions to the Fund and the benefits provided by the Fund.

### **For the Building Trades Division, MES Division and Oil Trades Division:**

Contributions for all hours worked through December 31, 2005 were made by your employer on a pre-tax basis. Benefits are taxed to you when they are distributed to you or your beneficiary. The tax rules for this portion of the account, which is referred to as Account A (Employer Contributions), remain the same, and are detailed in a chart on page 20 of this Booklet.

Contributions for all hours worked on and after January 1, 2006, are taxed differently. You were taxed on these contributions at the time they were paid to the Fund by your Employer as if they were wages. However, when benefits are distributed to you or your beneficiary, you will not have to pay FICA, Federal, State or City taxes. Instead you and/or your beneficiary will only have to pay tax annually on any gains

that are credited to your account. You will receive an annual statement reflecting investment gains/losses. The portion of your account based on contributions for work on and after January 1, 2006 is referred to as Account B (Employee Contributions) because these amounts were already taxed to you as if they were your wages.

Delinquent contributions for all hours worked prior to 2006 and received by the Fund on or after January 1, 2009, and/or contributions due under the January 1, 2014 merger of the Vacation Fund into the ASB Fund will continue to be made by your employer on a pre-tax basis. However, these contributions will be allocated to individual accounts on a post-tax basis. You will be taxed on these contributions at the time they are allocated as if they were wages, and the Fund will issue a Form W2 annually. However, when benefits are distributed to you or your beneficiary, you will not have to pay FICA, Federal, State or City taxes. The tax rules for this portion of your account, which is referred to as Account B (Employee Contributions), are different.

Effective February 1, 2009, the Bargaining Parties for the Building Trades Division ceased contributing to this Fund.

Effective April 1, 2009, the Bargaining Parties for the Mechanical Equipment and Service Division & Oil Trades Division ceased contributing to this Fund.

Effective January 1, 2014, the Bargaining Parties merged the Vacation Fund into this Fund. As a result, effective January 1, 2014, the Vacation Fund is no longer receiving contributions. In the event that pre-tax contributions are received after the merger for hours worked in covered Employment before 2014, such contributions will be allocated to the ASB Fund "Account B" post-tax. These amounts will be payable by the ASB Fund Account B under the various Benefit payment options listed herein.

### **For the Civil Service Division and Other Divisions:**

Contributions for all days and/or hours worked through December 31, 2008 were made by your employer and allocated to individual accounts on a pre-tax basis. Benefits are taxed to you when they are distributed to you or your beneficiary. The tax rules for this portion of your account, which is referred to as Account A (Employer Contributions), remain the same.

Contributions for all days worked on or after January 1, 2009 and or delinquent amounts received on or after January 1, 2009 continue to be made by your employer on a pre-tax basis, but will be allocated to individual accounts on a post-tax basis. You will be taxed on these contributions at the time they are allocated as if they were wages, and the Fund will issue a Form W2 annually. However, when benefits are distributed to you or your beneficiary, you will not have to pay

FICA, Federal, State or City taxes. The tax rules for this portion of your account, which is referred to as Account B (Employee Contributions), are different. Any investment gains or losses to your account will be reported on your annual statement. Please consult your tax advisor to see how these gains or losses may affect you. This portion of your account based on contributions to this Fund for work on and after January 1, 2009 is referred to as Account B (Employee Contributions) because these amounts were already taxed to you as if they were your wages.

Effective January 1, 2016, the Bargaining Parties for the Civil Service Division & all other Divisions ceased contributing to this Fund.

## How Distributions will be Made

- Distributions will be made monthly, from Account A (Employer Contributions) unless you designate otherwise.
- Amounts available for benefit payments will be the market value from Account A and Account B as of the end of the month prior to applying for benefits less an additional estimated amount to cover any market decline between the end of the prior month and the date of distribution plus administrative and investment expenses. The estimated additional amount withheld will vary as the Fund's asset value varies with market conditions. The Trustees will determine this additional estimated amount at the time in which benefit payment amounts are being determined.
- When an application for benefits is received, the Fund will pay an initial Benefit payment which will be adjusted for any estimated market change between the last monthly valuation date and the date of payment. When the valuation is completed for the month end immediately prior to the benefit payment, an additional automatic payment may be made (depending on the results of the valuation) to reflect the difference between the adjusted benefit payment and the actual valuation.

**For example:** A benefit application received prior to March 26<sup>th</sup> will be paid the week of April 8<sup>th</sup> based on the February 28<sup>th</sup> value with an additional adjustment as necessary to reflect the changes in the value between February 28<sup>th</sup> and the date of payment in April. When the value as of March 31<sup>st</sup> is determined, an additional payment will be made automatically if the adjusted amount paid based on the estimate was too low as reflected by the valuation.

## **Supplemental Unemployment Benefits**

### **□ What Are Supplemental Unemployment Benefits?**

Supplemental Unemployment Benefits provide you with additional unemployment benefits if you become unemployed and/or become eligible for or are receiving State unemployment benefits.

### **□ How Much Does the Supplemental Unemployment Benefit Pay?**

You are entitled to the greater of \$300 or the amount of your base wage for the period (in accordance with the normal working hours per week under the applicable Collective Bargaining Agreement) less the amount of State unemployment benefits received.

Upon filing of an Application Form, Benefits begin when you are eligible for state unemployment benefits and end when state unemployment benefits terminate.

### **□ Applying for Benefits:**

You must submit your completed Application Form and proof of your receipt of state unemployment benefits.

## **Supplemental Workers' Compensation Benefits**

### **□ What Are Supplemental Workers' Compensation Benefits?**

Supplemental Workers' Compensation Benefits provide you with additional workers' compensation benefits if you become injured on the job and are receiving State workers' compensation benefits.

### **□ How Much Does the Supplemental Workers' Compensation Benefit Pay?**

You are entitled to the greater of \$300 or the amount of your base wage for the week (in accordance with the normal working hours per week under the applicable Collective Bargaining Agreement) less the amount of State workers' compensation when received.

Upon filing of an Application Form, benefits begin when you receive Workers' Compensation Benefits and end when Workers' Compensation Benefits terminate.

### **□ Applying for Benefits:**

You must submit your completed Application Form and proof of your receipt of State Workers' Compensation Benefits.

## **Supplemental Disability Benefits**

### **□ What Are Supplemental Disability Benefits?**

Supplemental Disability Benefits provide you with additional disability benefits if you become disabled and are receiving State disability benefits.

### **□ How Much Does the Supplemental Disability Benefit Pay?**

You are entitled to the greater of \$300 or the amount of your base wage for the week (in accordance with the normal working hours per week under the applicable Collective Bargaining Agreement) less the amount of State disability benefits. Benefits end when you are no longer receiving State disability benefits.

### **□ Applying for Benefits:**

You must submit your completed Application Form and proof of receipt of State disability benefits.



## **Supplemental Income Maintenance**

### **□ What Is Supplemental Income Maintenance?**

Supplemental Income Maintenance provides you with income maintenance if you become unemployed, underemployed, injured on the job, disabled or if you are participating in union-related matters. When you become eligible for Supplemental Unemployment Benefits, Supplemental Workers' Compensation Benefits, or Supplemental Disability Benefits, the Supplemental Income Maintenance will cease and the other benefit will be paid instead.

### **□ How Much Does the Supplemental Income Maintenance Pay?**

You are entitled to the greater of \$300 or the amount of your base wage for the week (in accordance with the normal working hours per week under the applicable Collective Bargaining Agreement) up to a maximum benefit of \$1,500 per week.

### **□ Applying for Benefits:**

You must submit an Application Form indicating the amount required and an affidavit with supporting documentation. You must attest and submit satisfactory documentation that you require these benefits due to unemployment, underemployment, on-the-job injury or disability. If you are unemployed or underemployed, you must submit a quarterly certification that you are ready, willing and able to work the normal working hours per week under the applicable Collective Bargaining Agreement.

## **Emergency Benefits for Disaster, Fire or Flood**

### **□ What are Emergency Benefits for Disaster, Fire or Flood?**

Emergency Benefits for economic catastrophes such as Fire or Flood provide you with expenses as a result of disaster, fire or flood.

### **□ How Much Does the Emergency Benefit for Disaster, Fire or Flood Pay?**

There is no maximum benefit.

### **□ Applying for Benefits:**

Trustee approval is required for this benefit. You must submit an Application Form along with proof of economic catastrophe.

## Severance Benefits

### ☐ **What Are Severance Benefits?**

Severance Benefits provide you with benefits following your severance of employment in the industry. You are considered to have severed employment in the industry and are first eligible for this benefit after no contributions have been made on your behalf to the Fund, or any related funds, for 24 consecutive months. This is the Severance Date.

### ☐ **How Much Does the Severance Benefit Pay?**

The benefit is the lesser of your Account Maximum or two times your annual wages in the year immediately preceding your severance of employment in the industry. Benefits are payable in a lump sum or in equal amounts on a quarterly basis and must be paid within 24 months of your Severance Date.

If you are eligible for a Severance Benefit and do not apply and receive the benefit within the 24-month period, you will not be eligible for Severance Benefits. In order to be eligible for the severance again, you must return to work in the industry for a minimum of 750 hours. Once this requirement is met, you will be eligible for the Severance Benefit as of any subsequent Severance Date.

### ☐ **Applying for Benefits:**

You must submit an Application Form.

## Funeral Benefits

### ☐ **What Are Funeral Benefits?**

Funeral Benefits provide funeral and burial expenses for you or your Dependents.

### ☐ **How Much Does the Funeral Benefit Pay?**

There is no maximum amount.

### ☐ **Applying for Benefits:**

You must submit a completed Application Form and proof of payment of funeral bills. The payment may also be assigned to the Funeral Home.

## Death Benefits

### □ What Are Death Benefits?

Death Benefits provide your Beneficiary with benefits after your death. Death Benefits are payable after the Funeral Benefit, described on page 16, if your Beneficiary is someone other than the person claiming the Funeral Benefit. Your Beneficiary may elect to receive the Death Benefit in a single sum or in monthly payments.

### □ How Much Does the Death Benefit Pay?

For amounts in Account A, your Beneficiary may elect to receive Death Benefits as a single sum payment of the Account Balance or Monthly Payments over a period of seven (7) years (84 monthly payments). If at the time of payment, your account balance is \$5,000.00 or less, death benefits will be paid in a lump-sum payment. Amounts in Account B will be paid in a lump sum.

### □ Payment of Benefits; Designated Beneficiary:

- The Death Benefit is paid based on the last Beneficiary designation received in the Fund Office before your death (or before the death of your Beneficiary if your Beneficiary is receiving benefits). If more than one Beneficiary is designated, they will share equally unless you specify otherwise.
- If you fail to designate a Beneficiary or if all designated Beneficiaries die or are invalidated and you die without having received the distribution of your account balance, the account balance will be distributed in the following order: (1) your surviving spouse (or the surviving spouse of your Beneficiary if your Beneficiary is receiving benefits); (2) your children (or the children of your Beneficiary if your Beneficiary is receiving benefits); (3) your parents (or the parents of your Beneficiary if your Beneficiary is receiving benefits); your siblings (or the siblings of your Beneficiary); (4) or the personal representative of your estate or your Beneficiary's estate if your Beneficiary is receiving benefits
- If your Beneficiary should die while receiving benefits and further payments are due for periods after death, such payments shall be made to your Beneficiary(ies)' designated Beneficiary(ies).
- If Death Benefits are due to a minor, the Fund may pay the benefits to the person having present custody or care of the minor and with whom the minor resides, provided such person agrees in writing to apply the payments solely for the minor's support and to comply with any other conditions

established by the Trustees or required by law. The Trustees may also make payment to a minor by depositing the amount in an insured bank account for the minor and giving notice to the minor.

- Except as provided above, Benefits will be paid within a reasonable time following notification to the Fund of the death of the Employee.

#### □ **Applying for Benefits:**

Your Beneficiary must submit a completed Application Form and a certified copy of the Death Certificate. For Death Benefit amounts less than \$100, an alternative evidence of death will be accepted where a certified death certificate is not available.

## **Supplemental Vacation Benefits**

#### □ **What Are Supplemental Vacation Benefits?**

Supplemental Vacation Benefits provide you with vacation benefits.

#### □ **How Much Does the Supplemental Vacation Benefit Pay?**

The benefit has a limit of \$18,000 per year. Vacation Benefits not used in a calendar year may be withdrawn in the following calendar year.

#### □ **Applying for Benefits:**

You must submit a completed application form indicating the amount requested for vacation benefits. You may apply for benefits three times a year

#### □ **Tax withholdings for Account A:**

Under the law, there are different levels of tax withholding depending on a number of factors including the type of payment and on the number of payments each year. In the case of Supplemental Vacation Benefits, certain tax withholdings apply to benefits paid in the last week of January each year (fixed payment). Supplemental Vacation Benefits paid at other times are subject to different tax withholdings. See discussion of tax withholding rules on page 20. In order for the tax withholdings for the fixed payment to apply, you must specify on your application that you are applying for this benefit to be paid as required in the last week of January and you must attach a Form W-4. If your application does not indicate that you are applying for the fixed payment or does not include a Form W-4, the tax withholdings that apply to all other Supplement Vacation Benefits will be used. The Fund Office must receive an application for distribution and a valid Form W-4 by no later than the third Tuesday in the month of January.

## **Legal Services Benefit**

### **□ What Are Legal Services Benefits?**

Legal Services benefits provide you with reimbursement of amounts paid for legal services for you or your Dependent.

### **□ How Much Does the Legal Service Benefit Pay?**

There is no maximum amount.

### **□ Applying for Benefits:**

You must submit a completed Application Form with a copy of your legal services bill.

## **Education/Training Benefit**

### **□ What are Education/Training Benefits?**

Education and/or Training Benefits provide you with expenses for your education or training and for the education or training of your spouse and/or eligible dependents.

### **□ How Much Does the Education/Training Benefit Pay?**

There is no maximum amount.

### **□ Applying for Benefits:**

You must submit a completed Application Form along with copies of bills for the education or training.

# TAX RULES

## Account A – Employer Contributions

The money in your Individual Account A is not considered taxable income until you actually receive it. When you receive the money in your Individual Account A as benefits, it must be reported as taxable income. All benefits are subject to withholdings (except Funeral Benefits and Death Benefits). For more detailed information concerning taxes and withholdings, please see the charts and examples listed below.

## Account B – Employee Contributions

FICA/Medicare, Federal, State or City taxes will not be paid when the benefits are distributed. The only tax that you and/or your beneficiary must pay is on the interest accrued in the account annually.

### Tax Withholdings (Account A Only)

As required by law, the Fund deducts FICA/Medicare, Federal, State and City Taxes from all taxable ASB benefit payments. Any taxable benefit payment made to you by the Fund will therefore be net of the following taxes:

Benefit	FICA/Medicare	Federal	State	City
a. Supplemental Unemployment	0.00%	22%	9.62%	4.25%
b. Supplemental Worker's Comp.	7.65%	22%	9.62%	4.25%
c. Supplemental Disability	7.65%	22%	9.62%	4.25%
d. Supplemental Income Maint.	7.65%	22%	9.62%	4.25%
e. Emergency Benefit for Disaster	7.65%	22%	9.62%	4.25%
f. Severance Benefit	7.65%	22%	9.62%	4.25%
g. Funeral Benefit <sup>(1)</sup>	0.00%	0.00%	0.00%	0.00%
h. Death Benefit <sup>(1)</sup>	0.00%	0.00%	0.00%	0.00%
i. NA				
j. Supplemental Vacation (all other)	7.65%	22%	9.62%	4.25%
k. Supplemental Vacation (fixed payment)	7.65%	Varies	Varies	Varies
l. Legal Services Benefit	7.65%	22%	9.62%	4.25%
m. Education/Training Benefit	7.65%	22%	9.62%	4.25%

Note 1: Funeral Benefit and Death Benefit are Taxable to the Beneficiaries.

Note 2: "Annual" tax withholding tables can be used for Supplemental Vacation Benefits (fixed payment) paid during the last week in January and only if you provide the Fund with a valid Form W-4. If a valid Form W-4 is not provided, withholdings will be the same as all other Supplemental Vacation (Item j) as stated above.

## Special Rule on Supplemental Vacation Benefit Tax Withholdings (fixed payment) - Account A Only

The tax withholdings for Supplemental Vacation Benefits depend on when benefits are paid (See chart above). Vacation Benefits paid in the last week of January (fixed payment) are subject to the special (often lower) income tax withholdings, subject to your submission of a valid Form W-4 with your application.

The following examples summarize the tax withholdings that apply to the Supplemental Vacation Benefit fixed payment when you submit a valid Form W-4. If a valid Form W-4 is **not** provided, withholdings will be the same as applicable to all other Supplemental Vacation Benefits. These examples, which are based on the 2018 tax rates, illustrate withholdings for an unmarried individual, a married individual, and a married individual with two children **who does not itemize deductions** and whose only source of income is wages from employment. If you are married and have additional income from a working spouse or from other types of investments, your tax bracket may be higher, and your withholdings may be that much greater. These examples include FICA/Medicare, Federal, State and City income tax rates based on annual tax tables issued by the respective taxing authorities and are merely for illustrative purposes. **Check with your tax advisor to see how electing Supplemental Vacation Benefits (fixed payment) can affect you.**

**Example 1** – Assume you elect a Supplemental Vacation Benefit fixed payment of \$18,000 paid in the last week of January and you submit a valid Form W-4 to the Fund.

	FICA/Medicare	Federal	State	City	Payment
Single w/Zero	\$1,377.00	\$1,525.50	\$434.50	\$323.75	\$14,339.25
Married w/Zero	\$1,377.00	\$645.00	\$409.75	\$307.50	\$15,260.75
Married w/2	\$1,377.00	\$0.00	\$322.00	\$242.50	\$16,058.50

**Example 2** – Assume you elect a Supplemental Vacation Benefit fixed payment of \$12,000 paid in the last week of January and you submit a valid Form W-4 to the Fund.

	FICA/Medicare	Federal	State	City	Payment
Single w/Zero	\$918.00	\$830.00	\$184.00	\$143.50	\$9,924.50
Married w/Zero	\$918.00	\$45.00	\$162.00	\$133.25	\$10,741.75
Married w/2	\$918.00	\$0.00	\$82.00	\$92.25	\$10,907.75

**Example 3** – Assume you elect a Supplemental Vacation Benefit fixed payment of \$9,000 paid in the last week of January and you submit a valid Form W-4 to the Fund.

	FICA/Medicare	Federal	State	City	Payment
Single w/Zero	\$688.50	\$530.00	\$64.00	\$82.00	\$7,635.50
Married w/Zero	\$688.50	\$0.00	\$42.00	\$71.75	\$8,197.75
Married w/2	\$688.50	\$0.00	\$0.00	\$30.75	\$8,280.75

# GENERAL INFORMATION

## How to File a Claim For Benefits

Claim forms are available from the Fund Office and on the website at [www.ualocal1funds.org](http://www.ualocal1funds.org).

Read the claim form carefully, answer all questions and include any required information. Documents and proof required for the various benefits provided by this Plan are detailed in the description of each benefit. Claims must be filed within 36 months of the qualifying event.

The claim along with the required attachments, should be mailed, to:

Plumbers Local Union No. 1 Additional Security Benefit Fund  
50-02 Fifth Street, Second Floor  
Long Island City, New York 11101

## Claims Appeal Procedure

If your application for benefits is denied, in whole or in part, the Fund Office will provide you with a written notice of denial, which sets forth the reasons for the denial. If you disagree with the decision of the Fund Office concerning your application for benefits, here is what you should do.

- Review your application form and supporting documents carefully. Make certain that the Fund Office has received all information required for your application
- If you still have a question concerning the denial of your application for benefits, you may request the Board of Trustees or the Appeals Committee to review your benefit denial by submitting a written appeal to the Trustees. Your written appeal must be submitted within 90 days after you receive a notice of denial.

Your appeal should be sent to:

Plumbers Local Union No. 1  
Additional Security Benefit Fund  
50-02 Fifth Street, Second Floor  
Long Island City, New York 11101



Your written appeal should state the reason for your appeal. This does not mean that you are required to quote all applicable Plan provisions or to make “legal” arguments; however, you should state clearly why you believe you are entitled to the benefit you claim. The Trustees can best consider your position if they clearly understand your claims, reasons and/or objections.

The Trustees or a designated committee of the Trustees will review your appeal at their quarterly meeting immediately following the receipt of your appeal unless the Fund Office received your appeal within 30 days of the date of the meeting. In this case, your appeal will be reviewed at the second quarterly meeting following receipt of the appeal. You may contact the Fund Office concerning the date of the next meeting so that you may submit your appeal in time to be heard at that meeting. If special circumstances require an extension of the time for review by the Trustees or the Committee, you will be notified in writing.

You will receive written notice of the appeal decision which will include specific references to Plan provisions on which the decision is based, and may indicate if additional information might help your claim.

In connection with an appeal, you may review pertinent documents in the Fund Office after making appropriate arrangements or you may request that documents be provided to you. The Fund may charge \$.25 per page to provide documents to you and this amount must be paid in advance.

Any action by a Participant, Spouse or Beneficiary for benefits following the denial of an appeal must be filed within 365 days after the date of the notice of the denial of the final appeal. Remember that you cannot file a lawsuit until you have complied with the Fund’s administrative appeal procedures. Any lawsuit related to any claims that a Participant, Spouse or Beneficiary may have against the Fund, the Board of Trustees, or any employee, fiduciary or representative of the Fund may only be brought in the United States District Court for the Eastern District of New York in Brooklyn, New York.

## **Plan Termination/Amendment or Elimination of Benefits:**

The Fund may be terminated by a document in writing adopted by a majority of the Union Trustees and a majority of the Employer Trustees. The Fund may be terminated if, in the opinion of the Trustees, the Trust Fund is not adequate to carry out the intent and purpose of the Fund as stated in its Trust Agreement, or is not adequate to meet the payments due or which may become due under the Plan of Benefits. The Fund may also be terminated if there are no individuals living who can qualify as Employees or Beneficiaries under the Plan. Finally, the Fund may be terminated if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Trustees have complete discretion to determine when and if the Fund should be terminated.

If the Fund is terminated, the Trustees will: (a) pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination; (b) arrange for a final audit of the Fund; (c) give any notice and prepare and file any reports which may be required by law; and (d) apply the assets of the Fund in accordance with the Plan of Benefits including amendments adopted as part of the termination until the assets of the Fund are distributed.

No part of the assets or income of the Fund will be used for purposes other than for the exclusive benefit of the Employees and the Beneficiaries or the administrative expenses of the Fund. Under no circumstances will any portion of the Fund revert or inure to the benefit of any contributing Employer, the Association or the Union either directly or indirectly.

Upon termination of the Fund, the Trustees will promptly notify the Union, the Association, Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Fund.

In addition, the Trustees have complete discretion to amend or modify the Plan and any of its provisions, in whole or in part, at any time. This means that the Trustees can reduce, eliminate or modify benefits as well as improve benefits. The Trustees may also modify eligibility requirements for coverage.

## **The Following Information is Required by ERISA:**

**Official Name of Plan:** Plumbers Local Union No. 1 Additional Security Benefit Fund.

**Type of Administration:** This is a collectively bargained, jointly trustee self-administered trust fund.

**Type of Plan:** The Fund is a self-funded welfare plan under ERISA and it provides supplemental unemployment benefits, supplemental workers' compensation benefits, supplemental disability benefits, supplemental income maintenance, emergency benefits for disaster, fire or flood, severance benefits, funeral benefits, death benefits, supplemental vacation benefits, legal services benefits, and education/training benefits.

Benefits may be denied or limited to the extent necessary to satisfy IRS non-discrimination rules and any other applicable legal requirements.

The Trustees in their sole discretion, have the right to interpret, terminate, suspend, withdraw, amend or modify the Plan and any of its provisions, in whole or in part, at any time, including the existence and duration of coverage for all employee, retirees, and dependents; eligibility and requirements for coverage; the availability and extent of benefits; and conditions for and method of payment of benefits.

Interpretations concerning eligibility for benefits, claims, status of employees and employers or any other matter relating to the Fund should be obtained through the Board of Trustees or the Fund Administrator. The Trustees are not obligated by, responsible for, or bound by opinions, information or representations from other sources.

### **Name and address of the Administrator, the Fund Office and the Person Designated as Agent for Service of Legal Process:**

Plumbers Local Union No. 1 Additional Security Benefit Fund  
50-02 Fifth Street, Second Floor  
Long Island City, New York 11101  
(718) 835-2700

Service of process may also be made on any Plan Trustee.

## Names, Titles and Addresses of the Plan Trustees:

Names, Titles and Addresses of the Plan Trustees:

Union Trustees	Employer Trustees
Michael Apuzzo, Co-Chairman Plumbers Local Union No. 1 50-02 Fifth Street Long Island City, NY 11101	Eugene S. Bocchieri, Co-Chairman Duo Plumbing & Heating Corp. 88 Kreischer Street Staten Island, NY 10309
Freddy Delligatti Plumbers Local Union No. 1 50-02 Fifth Street Long Island City, NY 11101	Louis J. Buttermark Louis Buttermark & Sons, Inc. 16 New Dorp Lane Staten Island, NY 10306
Daniel Lucarelli Plumbers Local Union No. 1 50-02 Fifth Street Long Island City, NY 11101	Vito M. Giachetti Giachetti Plumbing & Heating Corp. 58 Tiemann Place New York, NY 10027
Paul O'Connor Plumbers Local Union No. 1 50-02 Fifth Street Long Island City, NY 11101	Reed D. Rickman Crescent Contracting Corporation 2800 Webster Ave Bronx, NY 10458
Alternate Union Trustees	Alternate Employer Trustee
	Terence O'Brien Association of Contracting Plumbers 535 8th Ave - 17th Floor New York, NY 10018

**Source of Financing of the Plan and Identity of Any Organization Through Which Benefits Are Provided:**

Contributions are made to Fund by individual employers under the provisions of collective bargaining agreements. Contributions are invested and any income earned from investment of contributions also finances benefits.

All monies are used exclusively for providing benefits to eligible employees and their dependents and for expenses incurred with respect to the operation and administration of the Plan.

The Fund Office will provide you, upon written request, information as to whether an Employer is contributing to this Plan on behalf of employees working under a collective bargaining agreement.

**Issuer Information:**

All benefits are administered under the direction of the Trustees. There is no liability on the Board of Trustees or any other individual or entity to provide payment over and beyond the amount in the Fund.

**Date of the End of the Plan Year:** December 31.

**Internal Revenue Service Plan Identification Number:**

The Internal Revenue Service assigns an Employer Identification Number (EIN) to organizations sponsoring benefit plans. The Board of Trustees is the sponsor of this Plan. Its EIN is 11-1870373.

**Plan Number (PN):** 501

# ERISA RIGHTS STATEMENT

As a participant, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

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

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, 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.

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 report. The plan administrator is required by law to furnish each participant with a copy of this 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 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 a welfare 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 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 which is denied or ignored, in whole or in part, you may file suit in Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in 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.

### **Assistance with Questions**

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, or if you need assistance in obtaining documents from the plan administrator, 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.

### **IMPORTANT**

The benefits described in these pages supersede and replace any previous information furnished.

Requests for amounts of coverage other than those to which you are entitled as set forth in this booklet cannot be honored.

This document is intended to serve as both the Summary Plan Description (SPD) and the Plan Document itself and as such the Board of Trustees has adopted it.