

Summary Plan Description

Effective November 1, 2020

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The Board of Trustees consists of an equal number of employer and union representatives who serve without fees or compensation. A complete list of the employers sponsoring the Fund may be obtained upon written request to the Fund's Executive Director, and is available for examination.

To: All Active Members

The Board of Trustees of the International Union of Operating Engineers Local No. 478 Health Benefits Fund (the “Fund” or “Health Fund”) is pleased to provide this updated Summary Plan Description (“SPD”) explaining the Fund’s Supplemental Unemployment Benefits (“SUB”) as of November 1, 2020. This summary has been prepared to give you a general description of *only* the SUB program offered by the Fund. Please be aware that the Fund also offers comprehensive medical, prescription drug, dental, vision, and other health-related benefits to eligible active and retired operating engineers and their dependents, but those benefits are described in separate summary plan descriptions. This SPD regarding SUB has been written and designed to be easy to read and understand. “Fast Facts” appear at the beginning of each section to give you a quick overview of what is contained within that section.

If you become unemployed, you want the comfort of knowing that your family is financially protected. That’s why the Fund offers SUB during your period of unemployment, assuming you meet the eligibility requirements. SUB is in addition to Connecticut’s Unemployment Compensation Program.

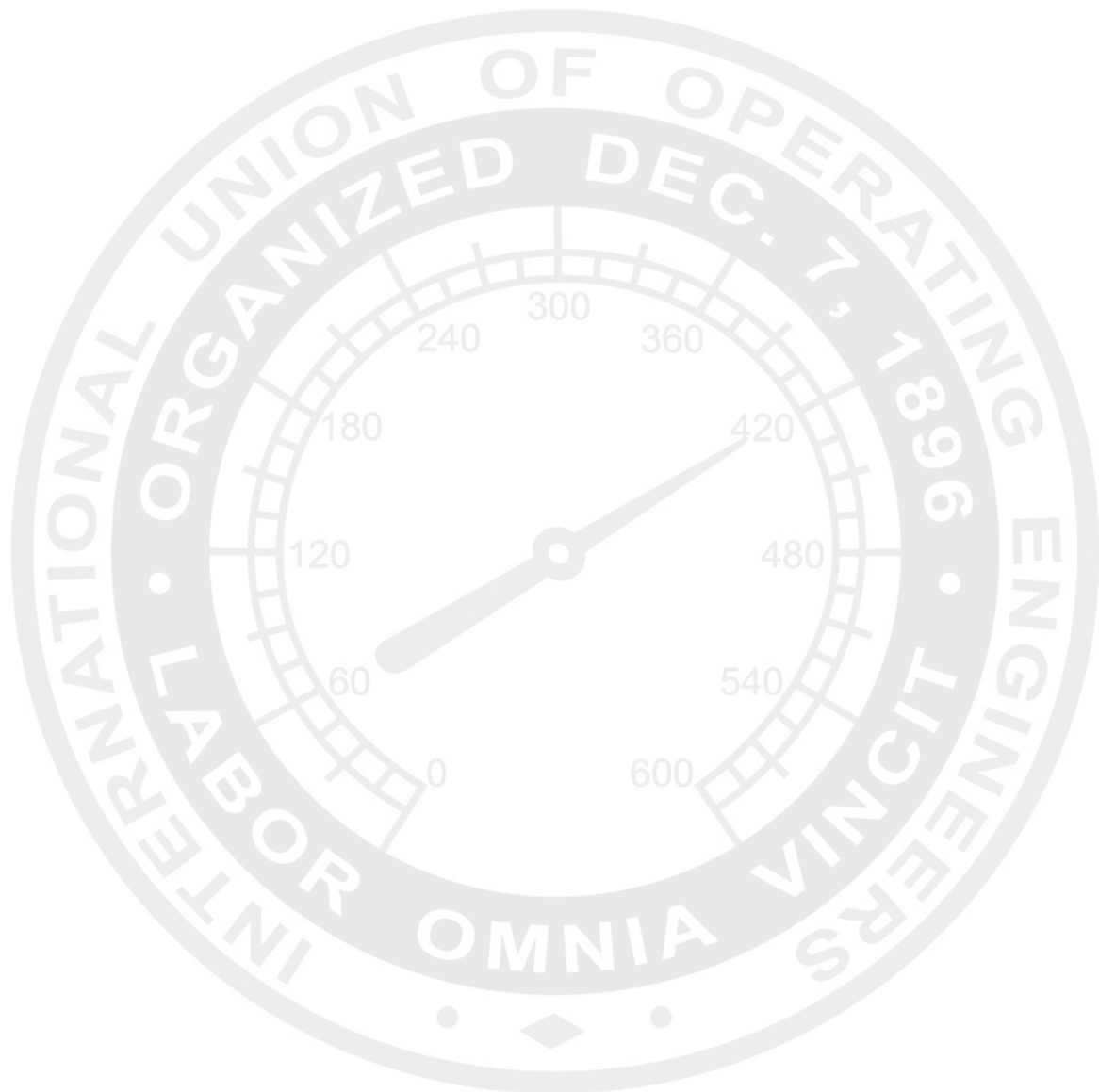
Keep in mind that different SUB rules or requirements may have applied before November 1, 2020. This SPD replaces and supersedes all prior SPDs issued by the Fund regarding SUB. If there are further changes to SUB, you will be notified of these changes in writing by a notice referred to as a Summary of Material Modification (“SMM”) that will be sent to the mailing address that the Fund has on file for you. You should keep all SMMs regarding SUB with this SPD so you have the most current information available.

The benefits described in this SPD regarding SUB are not guaranteed (meaning not vested). SUB may be changed, reduced or eliminated at any time by the Board of Trustees, along with the various eligibility rules, to the maximum extent allowed by law. This SPD also sets out the information that must be given to comply with the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), including a statement of your rights and protections under that law. Unless defined elsewhere in this SPD, certain capitalized terms will be defined at the end of the SPD in the “Definitions” section. Nothing in this SPD is meant to interpret, extend, or change in any way the provisions expressed in the complete text of the International Union of Operating Engineers Local No. 478 Health Benefits Plan (the “Plan”) regarding SUB, as adopted by the Trustees. If inconsistencies arise between the content of the Plan Document and this SPD regarding SUB, the provisions of the Plan Document will prevail. Please refer to the official Plan Document for more extensive information.

We suggest that you take the time to familiarize yourself with this SPD and keep it as a point of reference for SUB contact and benefit information. If you have any questions about SUB, contact the SUB Office using the contact information on the previous page of this SPD.

Sincerely,

Board of Trustees, International Union of Operating Engineers Local No. 478 Health Benefits Fund



FAST FACTS

- Assuming you are an Active Member who meets the eligibility rules discussed in this SPD, the Fund pays SUB to you on a weekly basis while you are involuntarily unemployed. Your spouse and any of your eligible dependents who may otherwise be covered by the Fund for medical and other health-related benefits are not eligible for SUB.
- On an annual basis, the Fund Trustees consult with the Fund's independent actuary to determine the weekly amount of SUB. For the 2020–2021 SUB Benefit Year, the weekly amount of SUB is \$155.
- The SUB Office will send out a letter each year announcing the beginning and ending dates of the SUB “Benefit Year” (benefits are only payable during this time frame) and the weekly SUB amount. Normally the Benefit Year runs from the first full week of November through the last full week of the following April.
- You may receive weekly SUB payments for a certain number of weeks during the Benefit Year. The number of weeks of SUB you may receive varies according to how many hours your Contributing Employer(s) contributed to the Fund for SUB on your behalf in the Contribution Period (as defined on page 43).
- The Fund offers direct deposit of your SUB payments. We strongly encourage you to contact the SUB Office to obtain and fill out a direct deposit form rather than receiving paper checks in the mail. If you choose direct deposit, please remember to always keep your direct deposit information current with the SUB Office.

About The SUB Fund

- To obtain your SUB payments on a timely basis, your work records must be up to date. Please be sure to keep the Union's Referral Office informed of your latest contact information (home telephone number, cell phone number, and home address) and employment status at all times. This can be done in writing, by phone, on-line, or via e-mail. If your work record information is incorrect, any SUB payments that you are eligible for could be delayed.
- **You must register with the SUB Office for each Benefit Year *and* apply for SUB on a timely basis during the period of your involuntary unemployment (keep in mind that you are not automatically eligible for SUB).** Both of these steps must be completed! Here are the basic rules:
 - To be initially eligible for SUB during any Benefit Year, you must complete the annual SUB Registration Form, along with any applicable tax forms, and file these documents with the SUB Office. You may complete this step by mail, e-mail, fax, on the website, or in person.
 - After you have properly registered by completing the annual SUB Registration Form, you must apply for SUB by submitting your payment history from the unemployment website to the SUB Office on a timely basis. This step can also be done by mail, e-mail, fax, website, or in person.
 - As explained in more detail on page 9, the SUB Office must receive appropriate proof of your unemployment within thirty (30) days from the date you are paid by Unemployment Compensation. So, if you believe you are eligible for SUB, you should plan on providing the SUB Office with proof every thirty (30) days!



Supplemental Unemployment Benefits (SUB) Fund

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Eligibility Requirements

There are certain eligibility requirements that must be met by an Active Member in order to collect SUB. If you become involuntarily unemployed, review this section carefully to determine your eligibility.

FAST FACTS

In general, to be eligible for SUB Funds Benefits, you must NOT:

- Have stopped working with a Contributing Employer voluntarily, retired, or been released by a Contributing Employer for disciplinary reasons.
- Be receiving Workers' Compensation benefits (unless you are released for "light-duty" work).
- Be receiving income due to a medical disability benefit (including the International Union of Operating Engineers (IUOE) Local No. 478 Health Benefits Fund) or a Social Security disability benefit.
- Be receiving any type of retirement benefit from any source, such as the IUOE Local No. 478 Funds, another IUOE retirement plan or any other retirement plan, subject to two specific exceptions. These two exceptions are outlined in "Other Benefits That Can Impact SUB Fund Benefits Eligibility on page 12.
- Be receiving a monthly Social Security benefit if you are not working. If you are working and receiving a Social Security benefit, you may be eligible for a SUB Fund benefit.
- Be engaged in self-employment.



Supplemental Unemployment Benefits (SUB) Fund

FOR MORE INFORMATION ON...	
Receiving a SUB Fund Benefit:	Refer to the Section Called:
You must be available for work and be considered “eligible” by the State Unemployment Commission	Unemployment Guidelines (below)
You must verify your current “non-working” status	Working Restrictions (page 10)
Your Contributing Employer(s) must have contributed at least three hundred (300) hours on your behalf in the prior Plan Year	Contributions Made on Your Behalf (page 10)
You must provide acceptable evidence of your unemployment status to the Fund Office	Evidence Needed for SUB (page 10)
You must be considered “available to work” with the Union Referral office	Availability for Work (page 12)
You must not be receiving a Workers’ Compensation benefit unless you’ve been released for “light-duty” work	Workers’ Compensation Guidelines (page 12)
In general, you may not be receiving any other income from a medical disability benefit, a Social Security disability benefit, or any type of retirement benefit	Other Benefits that Can Impact SUB Eligibility (page 12)

As an Active Member, you must meet ALL of the following requirements in order to receive SUB:

Unemployment Guidelines

You must provide proof to the SUB Office that you are involuntarily unemployed and report to the Referral Office that your separation from Covered Employment resulted from:

- a reduction in workforce; or
- your participation in required classes and/or training offered by the IUOE Local No. 478 Apprenticeship Training and Skill Improvement Fund; or
- a departure from a job because of unsafe working conditions (with the proper paperwork from the Union, or another independent third party, for verification); or
- the discontinuance of a project, plant, or operation (or similar situation).

REMEMBER ➔ If you become unemployed due to disciplinary reasons, you are NOT eligible for SUB. Also, if you refuse to accept employment as an operating engineer from the Union Referral Office or a Contributing Employer, you are NOT eligible for SUB. Your unemployment status must be involuntary.

Working Restrictions

You must certify that you have not worked in Covered Employment for more than one (1) day in any week that you are applying for SUB. Please be aware that you will not be eligible for SUB if you engage in any work other than Covered Employment, such as self-employment. For purposes of this rule, if you attend an employer-sponsored educational meeting or similar event, and are paid by your employer *solely* for your attendance at the meeting or event, then that will not count as work in Covered Employment for determination of SUB eligibility. Examples of employer-sponsored meetings or events include mandatory sexual harassment training, employer safety training classes, and the like.

An additional work restriction to be aware of is that if you are otherwise eligible for *any* Fund benefits (whether they be SUB, medical, prescription drug, vision, dental, or other benefits) and you engage in Non-Covered Employment, your Health Fund eligibility (including eligibility for SUB) will terminate as of the last day of the month in which you first engage in such Non-Covered Employment. If you engage in any conduct which constitutes a Termination for Cause (see the “Definitions” section at the end of this SPD), your eligibility for SUB will terminate as of the last day of the month in which you first engage in such conduct.

Contributions Made on Your Behalf

Your Contributing Employer(s) must have paid at least three hundred (300) hours of contributions with respect to SUB to the Fund on your behalf for work in Covered Employment in the applicable Contribution Period for the Benefit Year. As of November 1, 2020, the Building, Surveyors and Heavy & Highway collective bargaining agreements require SUB contributions, while the Quarries, Plants and Permanent Shops collective bargaining agreements do not. Subject to limited exceptions (which are made from time-to-time in the full and complete discretion of the Fund’s Board of Trustees), the “Benefit Year” normally runs

each year from the first full week of November to the last full week of the following April. Currently, the “Contribution Period” means the consecutive twelve (12) month period commencing on October 1st and ending on the following September 30th which occurred immediately prior to the commencement of such Benefit Year. More information is on pages 15 and 16.

Please note that the Fund relies on information provided by you and your Contributing Employer(s) to determine your eligibility for SUB. The Fund can require you and/or your Contributing Employer(s), upon reasonable request, to provide documentation and/or proof in order to determine your SUB eligibility. In addition, contact the SUB Office and/or the Contributions Department if you believe that any of your Contributing Employer(s) have reported your hours incorrectly or submitted insufficient SUB contributions on your behalf. You may be asked to provide the SUB Office with payroll checks, payroll reports, earnings reports, or other similar documentation to assist with hour reconciliation issues in your work record. Remember that discrepancy of hours could have a negative impact on your eligibility for SUB, or could result in a delay of a SUB payment(s).

In the event that late or delinquent SUB Contributions are received on your behalf (for example through a payroll audit) please note that the Fund will only look back to the two prior SUB Benefit Years to process and adjust for any claims for SUB.

Evidence Needed for SUB Fund Benefits

You must provide the SUB Office with evidence to satisfy one of the following requirements to receive SUB:

- Proof of state unemployment compensation payment for the week that you are applying for SUB; or
- Proof that you have applied for, and are entitled to, your state unemployment compensation benefit payment due to total unemployment for the week that you are applying for SUB; or

- Proof that you meet your state's unemployment compensation eligibility requirements, but have exhausted your entitlement to those state benefits (**note that in Connecticut, you would normally receive a letter from the state unemployment office indicating your unemployment benefits are exhausted and it would note your "refile" date; PLEASE KEEP THIS LETTER so it can be provided to the SUB Office); or**
- Proof that you are not entitled to state unemployment compensation benefits because of the following four (4) reasons ONLY:
 - you previously worked insufficient hours to be eligible for such benefits.
 - your state unemployment compensation system does not recognize the Fund's "available for work" definition (see page 12) as being sufficient to meet the state unemployment compensation rules as being "available for and actively seeking full-time employment".
 - you provide an acceptable notarized written statement from an independent third party which states that you left Covered Employment due to unsafe work conditions.
 - you were receiving Workers' Compensation benefits, which rendered you not "available for work" and therefore ineligible for state unemployment compensation.

In connection with some of the rules above, **the Fund acknowledges that most states now utilize an electronic system for determining, processing, and depositing state unemployment compensation benefits, as opposed to issuing actual checks or paper documentation.** In recognition of this, the Fund will normally accept appropriate and clearly legible electronic evidence regarding an individual's eligibility status or entitlement to state unemployment benefits from a state-sponsored unemployment compensation website. Examples of such websites include www.filectui.com (for Connecticut) and www.mass.gov/unemployment-insurance-ui-online (for Massachusetts). In the event that the Fund ever requires additional information, which can occur in situations such as a wage investigation or the exhaustion of state unemployment

compensation benefits, the SUB Office will inform you.

Other Important Items to Keep in Mind:

- If you do not qualify for state unemployment compensation benefits for any reason other than those listed above, you will not be eligible for SUB.
- You must submit all evidence of your eligibility to the SUB Office within thirty (30) days of the date of:
 - your proof of state unemployment benefit payments (i.e. benefit payment history), or
 - documentation that your state unemployment compensation benefits has ended or been denied, or
 - the other evidence you submit to prove your eligibility, which can include information from a state-sponsored unemployment compensation website.
- As a courtesy to you, recognized Fund holidays and dates the SUB Office is closed due to inclement weather or similar conditions will not count in applying this thirty (30) day rule. See page 25 for a listing of the Fund's recognized holidays.
- If you do not meet the thirty (30) day deadline noted above, the Fund allows a "once in a lifetime" waiver for up to two (2) weeks of SUB for the current or immediately prior Benefit Year. *Once you use this once in a lifetime waiver, you cannot thereafter receive SUB if you have not submitted appropriate evidence of your eligibility within the thirty (30) day time frame.*
- If your unemployment compensation benefit payment is from a state other than Connecticut or if you have proof that you are eligible for unemployment compensation benefits from another state, you must be able to show that the other state's eligibility rules are at least as stringent as those of Connecticut before you will be eligible for SUB.

Situations Where Approval is Needed from the Unemployment Compensation Commission

If your current or former Contributing Employer(s) disputes your state unemployment compensation claim, you will not be paid SUB until the applicable state unemployment compensation commission approves your state claim. This approval is required *in addition* to all of the other necessary evidence regarding your eligibility for SUB that you must provide to the SUB Office.

A wage investigation may be required if your Contributing Employer(s) fails to report (or delays reporting) your wages, or reports them under the wrong Social Security Number. You will be eligible to receive SUB if state unemployment benefits are being withheld pending a wage investigation to determine whether the Contributing Employer(s) paid the proper amount of unemployment compensation tax to the state.

Availability for Work

- You must be “available for work” to be eligible to receive SUB. “Available for work” means that you are registered with the Union Referral Office, that the Union Referral Office is able to contact you at your last known address and telephone number on file, and that you are willing and available to accept work in Covered Employment that is referred to you by the Union or a Contributing Employer.
- If you are applying for SUB while residing in a state other than Connecticut, you must certify that you are able to work in Covered Employment in Connecticut and are available to perform such work upon not more than forty eight (48) hours’ notice. Also, if you are registered with another Operating Engineers Local other than Local No. 478 and are applying for SUB, you must be able to prove that you are registered with the referral office of your home jurisdiction.

- The Fund recognizes the legal obligations of individuals to serve as jurors. As a result, anyone who is required to serve as a federal or state juror is considered “available for work”.

Workers’ Compensation Guidelines

To be eligible for SUB, you must not be receiving Workers’ Compensation benefits, subject to a limited exception for those who have been released for certain “light-duty” work. Specifically, if your physician/doctor allows you to work “light-duty” and you are receiving Workers’ Compensation benefits just for such work, you may still be eligible for SUB. Light-duty is defined under your Workers’ Compensation program. You must provide the SUB Office with the notice that you receive from your doctor or the Workers’ Compensation commission which certifies your ability to perform light-duty work within thirty (30) days of its date of issue.

So, you will be considered “available for work” and potentially eligible for SUB if:

- You are released for light-duty work by your attending physician/doctor or the Workers’ Compensation commission in accordance with Workers’ Compensation rules; and
- Any Workers’ Compensation benefits that you are receiving are limited to amounts payable while you are performing the light-duty work.

Other Benefits That Can Impact SUB Eligibility

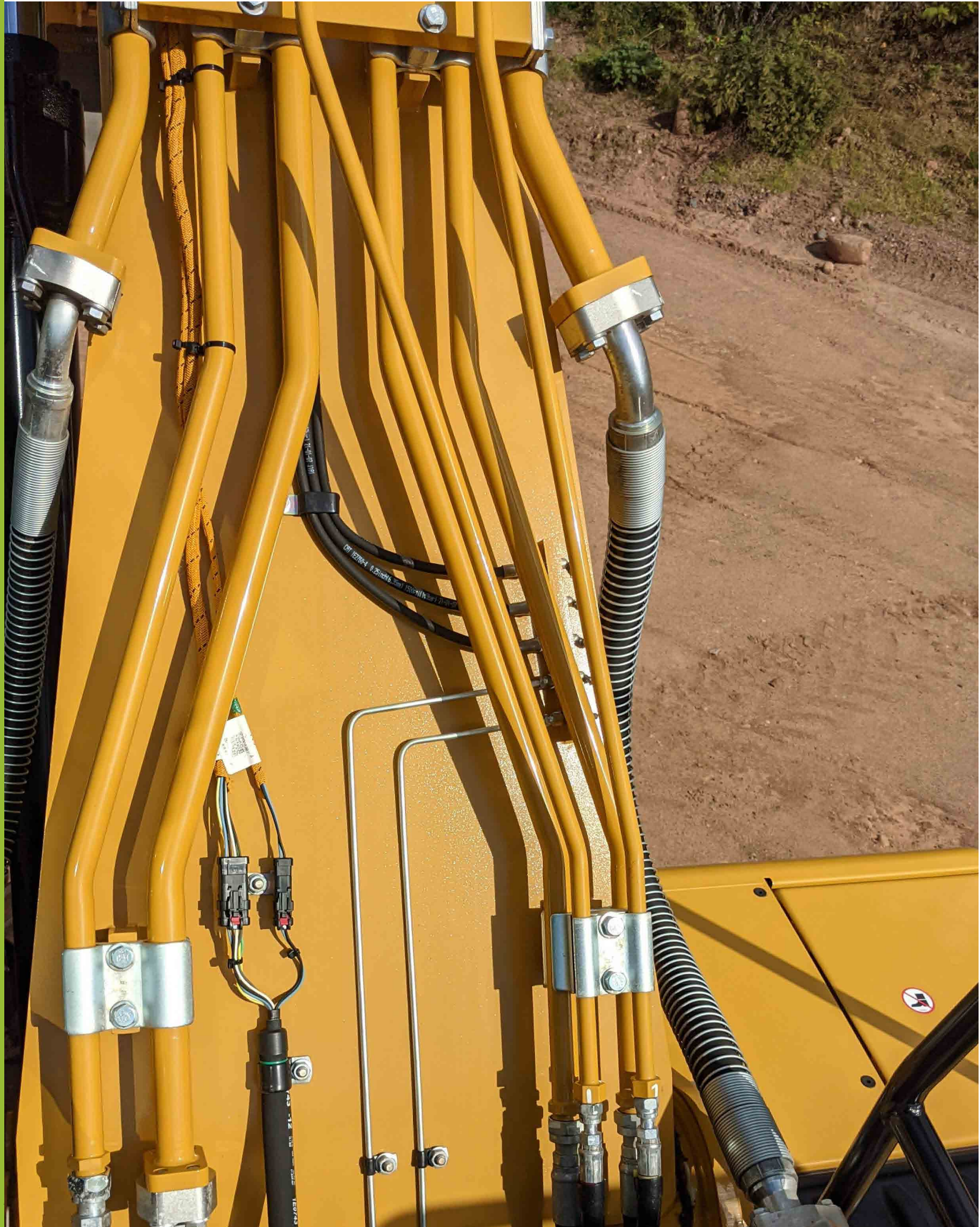
- In order to receive SUB, you cannot be receiving a medical disability benefit or a Social Security Disability (“SSD”) benefit.
- With respect to SSD benefits, you are considered by the Fund to be receiving SSD benefits on and after the date Social Security determines that payments of SSD benefits are to begin for you. This date is almost always evidenced by your SSD “Notice of Award”. You will continue to be ineligible for SUB until your right to such SSD benefit terminates.

Payment of SUB

Assuming you are an Active Member who meets all of the eligibility requirements for SUB as outlined on pages 9-12, you will be eligible to receive SUB on a weekly basis, up to the maximum number of weeks specified below, during your involuntary unemployment within the applicable Benefit Year. However, keep in mind that the fact that you may get a SUB payment for one week does not automatically mean that you get another SUB payment for the following week. You must continue to be eligible and the SUB Office needs acceptable proof of your involuntary unemployment at various required intervals.

FAST FACTS

- The number of weeks of SUB which you are eligible to receive during a Benefit Year (normally starting the first full week of November and ending on the last full week of April of the following year) depends on the SUB contributions your Contributing Employer(s) made on your behalf during the Contribution Period (the consecutive twelve month period commencing October 1st through the following September 30th which occurred prior to the commencement of such Benefit Year).
- You must provide the SUB Office with the appropriate proof of your involuntary unemployment on a continuing basis.
- On an annual basis, the Fund Trustees consult with the Fund's independent actuary to determine the weekly amount of SUB. The SUB Office will send out a letter each year announcing the beginning and ending dates of the SUB Benefit Year and the applicable SUB weekly amount.



Supplemental Unemployment Benefits (SUB) Fund

What is a “Benefit Year”

The Benefit Year means the period of time for which SUB shall be payable to Active Members who have met all of the applicable SUB eligibility requirements. SUB shall be payable only for weeks during the Benefit Year. Normally, the Benefit Year begins on the first full week of November and ends on the last full week of April of the following year.

The maximum number of weeks of SUB that you can potentially receive in any Benefit Year is based on the number of hours of SUB contributions received on your behalf from all of your Contributing Employer(s) by the Fund in the Contribution Period *immediately before* an applicable Benefit Year starts, as shown in the chart below.

EXAMPLE: For the Contribution Period that began on October 1, 2019 and ended on September 30, 2020, the Fund received contributions for SUB on Fred’s behalf for 650 hours. In January 2021, Fred became involuntarily unemployed, meets all of the eligibility rules for SUB, and provides the SUB Office with all required documentation in a timely manner. Fred would be *eligible* to receive \$155.00 of SUB each week for a maximum of 20 weeks during the 2020-2021 Benefit Year, which would commence on the first full week of November 2020.

How SUB Is Paid

The Fund offers direct deposit of your SUB payments. We strongly encourage you to contact the SUB Office to obtain and fill out a direct deposit form rather than receiving paper checks in the mail. If you choose direct deposit, please remember to always keep your direct deposit information current with the SUB Office.

“Carry-Over” Exception

Under Fund rules, you are permitted to carry over your unused weeks of SUB from a Benefit Year (Year 1) to the immediately following Benefit Year (Year 2) if you do not collect SUB for the maximum number of weeks that you are entitled to during Year 1 solely because you were:

- receiving Workers’ Compensation benefits for those weeks based on an injury that occurred while you were working in Covered Employment; or
- called to engage in the uniformed services prior to your re-employment with a Contributing Employer, in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended (“USERRA”); or
- working in employment that was not covered by the Collective Bargaining Agreement at the direction of the Union while you were employed by the Union as a full-time organizer.

Contributed hours for SUB in the Contribution Period immediately before the Benefit Year	Maximum weeks of SUB in the Benefit Year
0 - 299	0
300 - 399	5
400 - 499	10
500 - 599	15
600 - 699	20
700 or more	25 or 26 weeks (Depending on the number of full weeks from Sunday to Saturday in the Benefit Year)

Weeks of SUB that you carry over to the immediately following Benefit Year (Year 2) will be payable at the weekly level which applies during Year 2. Subject to a special rule, which is discussed below, this exception may only be used to carry over weeks of SUB from one Benefit Year to the very next Benefit Year. Even taking this carry-over exception into account, the maximum number of weeks of SUB in any Benefit Year that you may be eligible for is the number of full weeks in the applicable Benefit Year (as noted in the chart on page 15). Please remember that to be eligible to carry-over unused weeks of SUB, you must still file a timely application and meet all of the SUB requirements.

EXAMPLE: Fred became involuntarily unemployed in January 2021 and met all other SUB eligibility rules. His Contributing Employer made contributions for SUB on his behalf to the Fund for 485 hours in the Contribution Period that began on October 1, 2019 and ended on September 30, 2020, so Fred was eligible for 10 weeks of SUB in the 2020-2021 Benefit Year that started on the first full week of November 2020. However, Fred was injured while working in Covered Employment and was receiving Workers' Compensation benefits during the entire 2020-2021 Benefit Year. As a result, he was not able to collect any SUB in that 2020-2021 Benefit Year.

Since Fred met all of the requirements for SUB (other than the Workers' Compensation restriction) he is allowed to "carry over" those 10 weeks of SUB eligibility to the very next Benefit Year (the one that begins the first full week in November of 2021 and ends the last full week in April of 2022). Of course, Fred would have to meet the other applicable SUB eligibility rules in that 2021-2022 Benefit Year.

"Carry-Over" Special Rule:

The Fund's Board of Trustees recognizes that Active Members may sustain very serious injuries while engaging in Covered Employment or while engaging in the uniformed services for our country. Some individuals may also work as a full-time organizer for many years. These serious injuries can result in the long-term receipt of Workers' Compensation benefits and/or significant hospital stays, and those working as organizers are not working for Contributing Employers. So, for these specific individuals, the Fund allows the carry-over of unused weeks of SUB from a Benefit Year (Year 1) to Benefit Years beyond the immediately following Benefit Year (i.e., Years 3, 4, etc.). However, the maximum number of weeks in any Benefit Year (as discussed in the chart on (page 15) still applies.

EXAMPLE: Assume the facts are the same as in the example directly above, except that Fred suffered a significant injury in Covered Employment and was receiving Workers' Compensation benefits during BOTH the entire 2020-2021 and 2021-2022 Benefit Years. Due to this fact, he would not be able to collect any SUB in either of those Benefit Years. However, under this special "Carry-Over" rule, Fred would be eligible to "carry over" those 10 weeks of SUB eligibility to the 2022-2023 Benefit Year. Again, Fred would have to meet the other applicable SUB eligibility rules in the 2022-2023 Benefit Year and submit proof of his eligibility for state unemployment benefits in a timely manner in order to collect up to 10 weeks of SUB.

NOTE: The "Carry-Over" Exception, including the special rule, does not apply with respect to light-duty work (as discussed on page 19). If you are collecting a Workers' Compensation benefit and you are released for light-duty, you may be eligible to receive SUB. Therefore, you may not utilize the "Carry-Over" Exception for any unused weeks of SUB during the week (including the actual day) that you were notified of your release to light-duty work.

Life and Economic Events

An Active Member may experience certain “life events” that could qualify or disqualify you for SUB. This section provides information on what to do if you experience an event that might have an impact on your SUB eligibility.

FAST FACTS

The following events may affect SUB:

- Moving to a new address;
- An involuntary work stoppage;
- Termination of Workers' Compensation benefits;
- Released for light-duty work;
- Becoming employed again;
- Becoming disabled;
- Serving on a jury;
- Serving in the uniformed services;
- Attending paid employer-sponsored education meetings and/or events;
- Your Contributing Employer(s) is/are late or delinquent with required Fund contributions on your behalf for SUB.



Supplemental Unemployment Benefits (SUB) Fund

If You Move

If you move to a new address, please remember to let both the SUB Office and the Union Referral Office know about your change of address by completing the required Change of Address Form. This is important because every year the SUB Office sends notices by mail regarding updates to SUB, eligibility and other important matters relating to SUB. These notices are sent to the address that is on file at the SUB Office.

It's your responsibility to make sure that the SUB Office has your most current address on file. If you do not, you may be missing out on important information, or maybe even your SUB payment.

Also remember that if the Union Referral Office cannot get in touch with you, you will not be considered "available for work" (as discussed on page 12) which means that you will not be eligible for SUB.

If You Become Unemployed Because of an Involuntary Work Stoppage

If you become unemployed because of an involuntary work stoppage, you may still be eligible for SUB. An involuntary work stoppage occurs when your Contributing Employer(s) has stopped contributing to the Fund (and other IUOE Local No. 478 Funds) on your behalf for SUB, the Union has stopped work for all affected employees covered by the applicable Collective Bargaining Agreement, and the Union notifies the SUB Office of these facts.

Any SUB payments to which you are eligible would be paid beginning with the first full work week of the involuntary work stoppage, provided that you present proof to the SUB Office showing that your employment was/is affected as a result of the work stoppage. Of course, you must meet all of the other SUB eligibility rules.

In the unlikely event that you are unemployed due to an involuntary work stoppage, you should contact the SUB Office as soon as possible for information on how to obtain any SUB which you may be eligible for.

If Your Workers' Compensation Benefits End

If you are receiving Workers' Compensation for an on-the-job injury or illness while you were engaging in Covered Employment, you are generally not eligible to receive SUB unless you have been released to perform "light-duty" work.

However, if your Workers' Compensation benefits end and you meet the necessary eligibility requirements to receive SUB, contact the SUB Office. You will need to provide the appropriate evidence required in a timely manner, as discussed in this SPD.

If You Are Able to Perform "Light-Duty" Work

If you are receiving Workers' Compensation benefits, but are released by your attending physician or the Workers' Compensation commission to perform light-duty, you may be eligible for SUB. You must be classified as "available for light-duty". The definition of the term "light-duty" is described under the applicable rules of your jurisdiction's Workers' Compensation program.

To request SUB, you will need to provide the SUB Office with a copy of a notice from your attending physician/doctor or the Workers' Compensation commission as proof that you are able to perform light-duty work. You must submit this light-duty notice to the SUB Office within sixty (60) days from its date of issuance. You will also need to provide proof that any benefits you may continue to receive from Workers' Compensation are limited to amounts payable while you are performing your light-duty work.

If You Become Employed Again

When you become employed with a Contributing Employer again, you will no longer be eligible for SUB. Be sure to contact the Union Referral Office with a return-to-work date so that you will be eligible to collect SUB at a later date. Please note that in the event that you become employed with a Contributing Employer and receive SUB payments that you are not entitled to, whether by error, fraud, misrepresentation, or any other manner, you are responsible for reimbursing the Fund for the entire amount involved. You must notify the SUB Office immediately upon receiving any type of SUB payment you are not entitled to.

If You Become Disabled

If you become sick or injured while working in Covered Employment and cannot work, you may be eligible for disability benefits through a medical plan (such as this Fund), through Social Security, or through Workers' Compensation.

Remember, however, that the general rule is that any type of disability income or benefits that you receive from an outside source disqualifies you from being eligible to receive SUB.

If You Are Serving on a Jury

If you are registered with the Union Referral Office and meet the requirements for SUB, you will still be considered "available for work" by the SUB Office for periods that you are serving as a federal or state juror. Therefore, while you're serving on a jury, you may still be able to collect SUB. You will be required to provide a jury duty certification to the SUB Office as proof.

If You Are Called to Serve in the Uniformed Services

If you are called to the uniformed services (as defined by a federal law known as the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, or "USERRA") and come back to the IUOE trade after your tour(s) of duty, the Fund will be sure to take action so that you are not disadvantaged by your time serving our country. As a few simple examples, if you were receiving SUB when you left and had remaining weeks of SUB eligibility, you would still be eligible to receive SUB upon your return from uniformed service. Also, the number of weeks that you were eligible for SUB during the Contribution Period prior to your uniformed service would be reinstated. You may also be able to utilize the "Carry-Over" Exception and Special Rule described on pages 15 and 16. In all instances, the Fund will comply with its responsibilities under USERRA.

If You Are Paid to Attend Employer-Sponsored Educational Meetings and/or Events

Effective as of November 2019, the Fund's rules have been clarified to provide that when an Active Member attends employer-sponsored educational meetings and/or events, and is paid by a Contributing Employer solely for his or her attendance at such a meeting or event, it does not count as "gainful employment" for the purposes of determining SUB eligibility. Examples of employer-sponsored meetings and/or events include required sexual harassment prevention training, employer safety training classes, and the like. Therefore, an employer paying you to attend such meetings or events will not otherwise exclude you from being eligible for SUB benefits. Proof of such a meeting and/or event will be required to be provided to the SUB Office.

If Your Contributing Employer(s) Is/Are Late or Delinquent With Required SUB Contributions on Your Behalf

As noted earlier, one of the eligibility requirements for SUB in a Benefit Year is that your Contributing Employer(s) must make sufficient SUB contributions to the Fund during the applicable Contribution Period. However, in rare instances, Contributing Employer(s) may not pay their SUB contributions or may be delinquent. We want you to know what will happen in these situations. In plain terms, our Fund *conditions* the payment of SUB upon the receipt of proper SUB contributions from your Contributing Employer(s). So, if your Contributing Employer(s) never pays the SUB contributions owed on your behalf, in a particular Contribution Period, you cannot receive SUB Fund benefits for the immediately following Benefit Year. Also, if your Contributing Employer(s) are late in making SUB contributions, you can become *retroactively eligible* for SUB that may be owed to you during only the prior two (2) SUB Benefit Years, once those contributions are actually made.

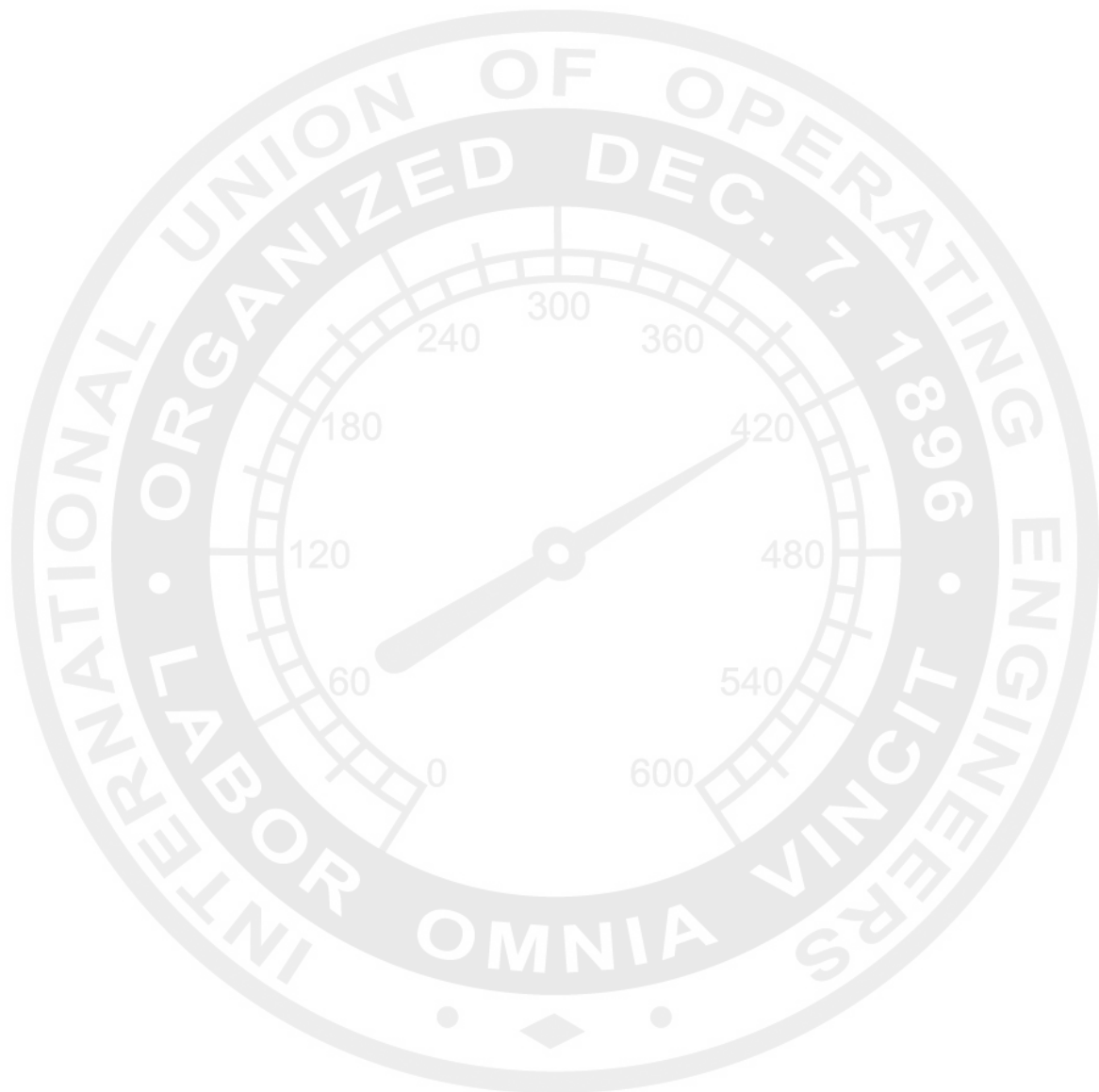
Any late SUB contributions that are made on your behalf that go back further than the immediately prior two (2) SUB Benefit Years will not be considered or processed for retroactive SUB eligibility. However, please be aware that you will only be entitled to SUB if the supporting evidence had been previously provided to the SUB Office on a timely basis.

Here are a few examples of how this works:

EXAMPLE A: Assume Dan worked enough hours for his Contributing Employer to be eligible for 15 weeks of SUB during the 2020-2021 Benefit Year. However, assume that Dan's Contributing Employer never made the required SUB contributions to the Fund during the applicable Contribution Period (October 1, 2019 to September 30, 2020). Dan registered for SUB as required for the 2020-2021 Benefit Year, and he then became involuntarily unemployed at the end of November 2020. Dan then provides electronic evidence of his receipt of 15 weeks of state unemployment payments to the SUB Office, each within the respective thirty (30) day time frames during the months of December 2020 through March of 2021. Here, the Fund **CANNOT PAY** Dan any SUB during the December 2020 through March 2021 time frame. The sole reason for this is that Dan's Contributing Employer had not remitted the required SUB contributions on Dan's behalf.

EXAMPLE B: Switching the example slightly, now assume that at the end of March 2021 Dan's Contributing Employer remits the required SUB contributions to the Fund on Dan's behalf and they are all SUB contributions that were owed during the prior two (2) SUB Benefit Years. As soon as possible after those contributions are received, the SUB Office would contact Dan and pay him his 15 weeks of SUB that he was eligible for.

WARNING: *Note that if Dan had not submitted his evidence of unemployment benefits to the SUB Office during the months of December 2020 through March of 2021 on a timely basis, he would NOT have been eligible for SUB when the required contributions were made by his Contributing Employer(s) at the end of March 2021! This is why we always recommend that you file for SUB and submit appropriate evidence within the required time frame(s)!*



Applying For Your Benefit; The Appeal Process

To be initially eligible for SUB in a Benefit Year, an Active Member must complete the Fund's annual SUB Registration Form, along with any applicable tax forms, and submit these documents to the SUB Office in a timely manner. You may complete this initial step by mail, e-mail, fax, or by appearing in person at the SUB Office.

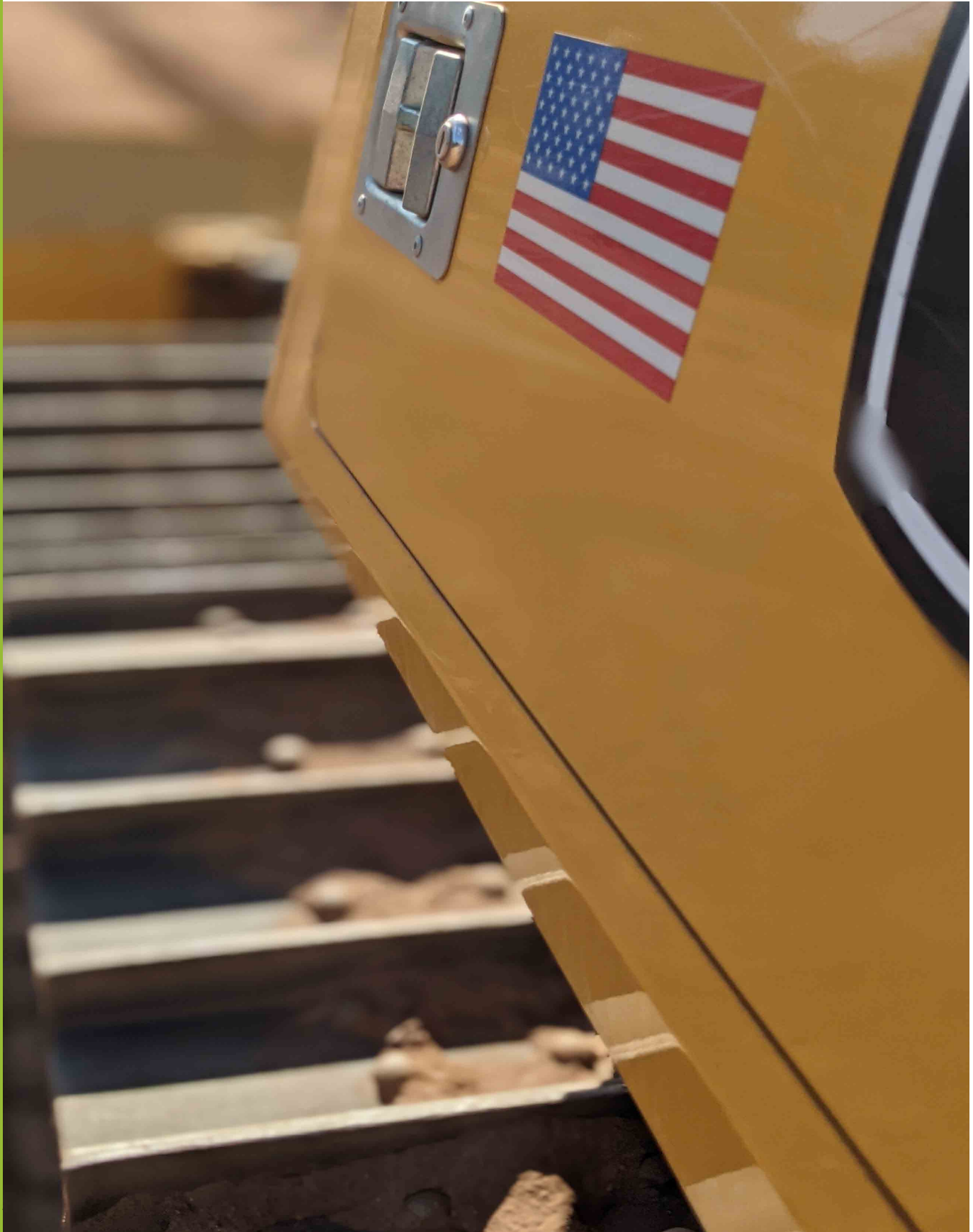
Please remember that you must register for SUB every year.

This permits us to update your records and process any applicable tax elections. You are not required to provide proof of your eligibility for state unemployment compensation benefits with your initial registration documents, although we encourage you to always submit such evidence as soon as possible and always within the required thirty (30) day time frame as discussed on page 10.

FAST FACTS

To receive SUB:

- You must initially register for SUB every year, which involves completing the annual SUB Registration Form and any applicable tax forms. You do not need to be unemployed to register.
- You (or your Contributing Employer(s)) must notify the Union Referral Office of your layoff date.
- You must provide evidence of your unemployment to the SUB Office within the thirty (30) day time frame outlined on page 11. To do this, you may visit the SUB Office, or fax, mail, or e-mail the evidence.
- If you remain unemployed for a period of time, you must continue to provide evidence of your continued unemployment on a regular and timely basis. This is done by providing appropriate evidence of your unemployment to the SUB Office within the thirty (30) day time frame rule.



Supplemental Unemployment Benefits (SUB) Fund

The Fund will NOT pay SUB based on evidence that is presented more than thirty (30) days beyond the benefit payment date. It is critical that the evidence you provide is clear, complete, and legible. Otherwise you will risk not meeting the thirty (30) day time frame rule. As discussed earlier on page 11, there is a “once in a lifetime” waiver that may allow you to receive up to a maximum of two (2) weeks of SUB for certain claims which contain evidence that is more than thirty (30) days old (i.e., thirty (30) days beyond the issue date).

You will need to continuously provide the SUB Office with proof of your unemployment in order to receive SUB. As long as you keep the thirty (30) day rule in mind, you can essentially submit your evidence for up to three to almost four weeks at a time. You can visit the SUB Office or send in evidence by mail, fax, website or e-mail.

SUB Office Holidays and Closing Policy

The SUB Office will be closed on the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Occasionally, the SUB Office may close (or close early) due to inclement weather or on a day before or after the date of an actual holiday, if that holiday does not fall on a regular workday. If you are ever in doubt, call the SUB Office before showing up in person. As a courtesy to you, the recognized Fund holidays and dates the SUB Office is closed due to inclement weather or similar conditions will not count in applying the thirty (30) day time frame rule.

Providing Proof on Time

You must provide your evidence of involuntary unemployment on a regular and timely basis. The Fund will not honor evidence that is submitted more than thirty (30) days beyond the benefit payment date, taking into account

holidays and Fund closings due to inclement weather. So, barring a holiday or SUB Office closing, if you receive a weekly unemployment compensation payment on March 1st and do not submit acceptable evidence of that payment to the SUB Office until April 4th, you will not be eligible for SUB that relates to that March 1st payment. There is the “once in a lifetime” waiver of this rule for up to a maximum of two (2) SUB payments as discussed earlier on page 11.

If Your SUB Fund Application is Denied

When you apply for SUB and all of the appropriate materials supporting your application are properly completed, signed, and received by the SUB Office, your application for SUB is considered to be “filed”. If the SUB Office requests additional information which is needed to process your application and you do not provide it on a timely basis, your application will be denied. A properly filed application for SUB will either be accepted or denied by the SUB Office. Please note that a general inquiry about SUB, or a request to change the terms of the Plan regarding SUB, is not a “claim” for purposes of the Plan’s application or appeal process for SUB.

The SUB Office will notify you if your application for SUB is denied. You will receive notification within ninety (90) days of the date that you filed your application unless there are special circumstances that require more time for processing your application. You will be notified within that original ninety (90) day period if more time is needed, the reason for the delay and a date by which a decision is expected.

If your application for SUB is partially or completely denied, you will receive a written or electronic notification from the SUB Office, which includes:

- The specific reasons for the denial;
- The specific reference(s) to the SPD and/or Plan provision(s) on which the denial was based;

- A description of any additional materials, evidence or information that you might need to supply to the SUB Office in order for your application to be accepted, and an explanation of why it is needed;
- An explanation of the Plan's review procedures and the time limits applicable to those procedures;
- A statement of your right to bring a lawsuit under ERISA Section 502(a) after an adverse benefit determination of an appeal of a SUB claim; and
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the application denial, either a copy of the specific internal rule or guideline, or a statement that such internal rule or guideline was relied upon in making the determination, a copy of such internal rule or guideline is available upon request and free of charge.

The initial decision of the SUB Office shall be final and binding on all parties unless it is appealed, according to the process described below.

Appeal Process

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

In your appeal, you should outline all of the facts and/or arguments as to why your SUB application should not be denied. If you do not, those facts and arguments cannot be raised at a later time. You may submit additional materials, such as documents or records,

for consideration or review by the Trustees, including a written explanation of the issues and comments on the issues.

With any timely appeal, you may receive, upon written request and free of charge, reasonable access to and copies of all documents and records relevant to your SUB claim. In accessing documents and records relating to your claim, these would be available to you at the SUB Office during normal business hours, provided you have given the SUB Office a reasonable amount of time to assemble the documents for you.

The Fund Board of Trustees will make a decision on your appeal at the next regularly scheduled meeting of the Board of Trustees following receipt of your timely appeal. However, if your appeal is received within thirty (30) days of the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your appeal. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your appeal may be necessary. You will be advised in writing in advance if this extension will be necessary.

Once a decision on appeal of your SUB application has been reached, the SUB Office will give you written notice of the decision as soon as possible, but no later than five (5) business days after the decision has been reached. The notification will contain the following:

- The specific reasons for the decision;
- The specific reference(s) to the SPD and/or Plan provision(s) on which the decision was based;
- A statement that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to your claim;
- A statement of your right to bring a lawsuit under ERISA Section 502(a) including, with respect to an adverse benefit determination, a description of the Plan's limitation period, along with the calendar date on which such limitation period expires for bringing that lawsuit;

- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, either a copy of the specific internal rule or guideline, or a statement that such internal rule or guideline was relied upon in making the adverse benefit determination, and that a copy of the rule will be provided free of charge upon request; and
- The following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency”.

This procedure must be followed by anyone who believes he or she was not given proper consideration for SUB. If, for any reason, you do not receive a written decision within the time frames explained above, you can assume that your appeal has been denied. The decision of the Trustees with respect to an appeal is final and binding on all parties, except to the extent it may be determined to be arbitrary by a court of competent jurisdiction. The Board of Trustees will consider all information submitted in rendering a decision on appeal. No personal appearances by you (or any authorized representative) are permitted with respect to an appeal.

General Rules as to Claims and Appeals

The Board of Trustees have the full and exclusive authority to interpret and construe the terms of the Plan regarding SUB in their complete discretion. SUB will be paid only if the Trustees (or its delegates, including the Fund Office staff) decide in their discretion that you are entitled to them. If you request an appeal of your denied SUB application after the period for filing an appeal has passed, your request

will not be considered an appeal, a new appeal, or an extension of time for the purposes of any statute of limitations.

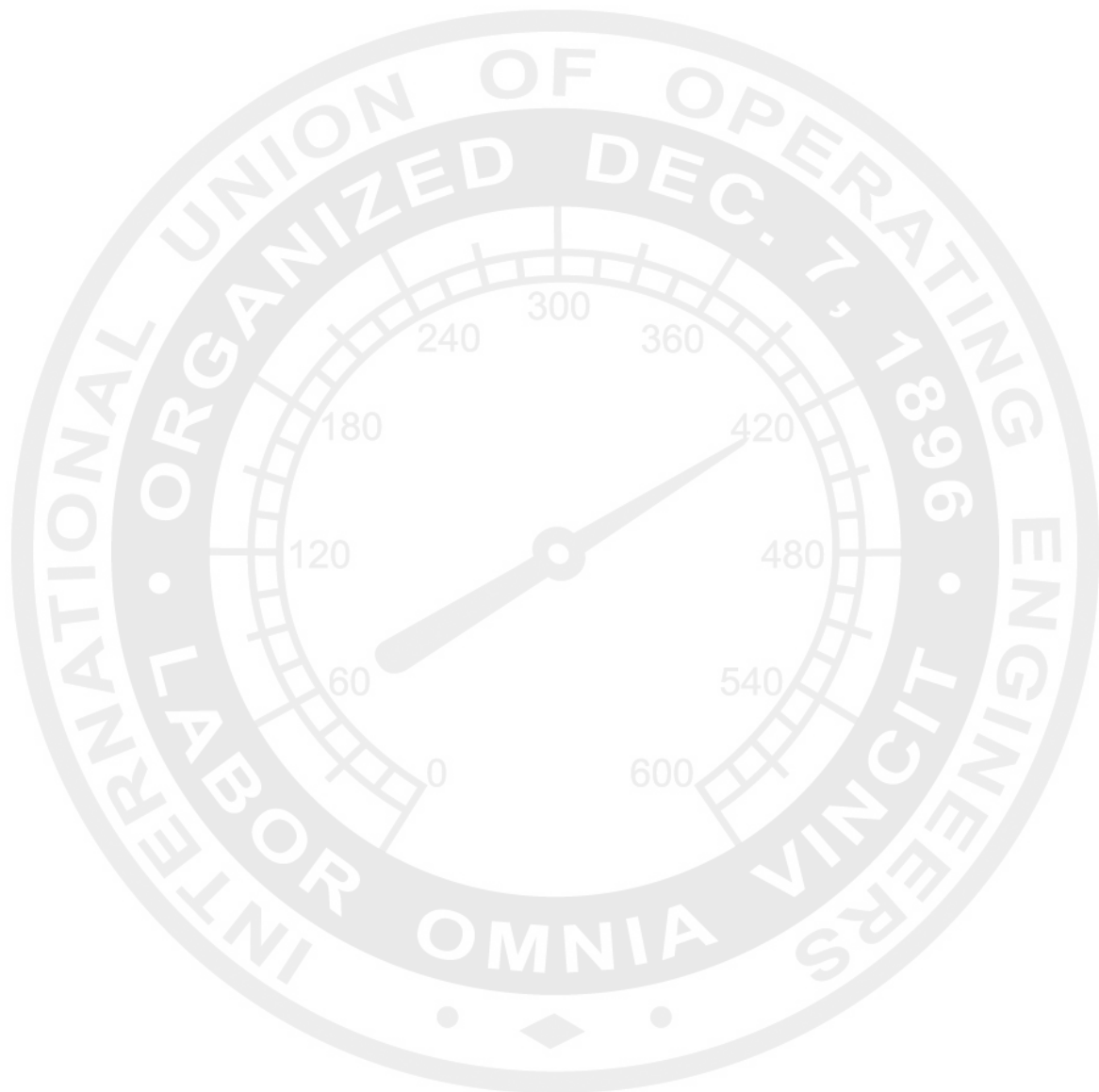
The Fund will comply with applicable legal rules regarding claims and appeals in all instances, which would include situations which involve the determination of a disability.

Important Information about Lawsuits, Time Limitations, and Venue

You may not start a lawsuit to obtain SUB until after you have exhausted all levels of appeals and final decisions have been reached on those appeals, or until the appropriate time frames described in this SPD have elapsed since you filed a request for review and you have not received a final decision or notice that an extension will be necessary to reach a final decision. The law also permits you to pursue your remedies under ERISA Section 502(a) without exhausting these appeal procedures if the Plan has failed to follow them.

Please be aware that a lawsuit in connection with SUB cannot be initiated after the Fund's internal statute of limitations has passed. Under Fund rules, no lawsuit to recover SUB under this Fund may be started more than one (1) year and one hundred twenty (120) days after the date of the Plan's decision on a SUB claim denial, or an appeal of a SUB claim denial, as may be applicable, and the only venue where such a timely lawsuit may be brought is in federal or state court in Hartford, Connecticut.

Due to the fact that the Plan grants its fiduciaries discretionary authority to determine eligibility for SUB and to construe the terms of the Plan regarding SUB, the issue in a lawsuit will be limited to whether or not the Board of Trustees (or its delegates, including the SUB Office staff) acted arbitrarily or capriciously in making its determination.



Other Important Rules

Amendment or Termination

The Board of Trustees, acting as a body, and only the Board of Trustees, in its sole and complete discretion, has the right to amend or terminate the benefits described in this SPD, the Plan Document, and the Trust Agreement. Any discretionary action taken by the Board of Trustees in determining any matter, including your rights or benefits (including SUB) will be decided in a nondiscriminatory manner, as required by law.

Change or Discontinuance of Benefits

The Board of Trustees reserves the right to change or discontinue SUB, as well as the eligibility rules for SUB.

SUB and its Associated Eligibility Rules:

- Are not guaranteed (meaning they are not “vested” in any way);
- May be amended, changed, or discontinued by the Board of Trustees, in their full and complete discretion;
- Are subject to the terms of the Plan Document and Trust Agreement, which establishes and governs the Plan’s operations; and
- Are subject to changing legislation.



Supplemental Unemployment Benefits (SUB) Fund

The nature and amount of SUB which may be payable by the Fund is always subject to the actual terms of the Plan as it exists at the time the claim occurs.

All changes adopted by the Board of Trustees to the benefits described in this SPD or the rules will be published in writing and circulated to you, as required by law, so that you may have up-to-date information concerning your rights, benefits, and privileges related to SUB.

Interpretation of Terms of this SPD, the Plan, and Trust

The Board of Trustees, acting as a body, and only the Board of Trustees, has the sole and exclusive discretionary authority to interpret and construe the terms of this SPD, the Plan, and the Trust, including ambiguous terms and provisions. Any interpretation or determination under such discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

Also, the Trustees have sole discretionary authority to make final determinations regarding any application for SUB, the interpretation of this SPD, any administrative rules adopted by the Trustees, as well as any determinations of fact (e.g., whether an individual meets the Fund's eligibility rules). SUB is paid only if and when the Trustees, or persons to whom such decision making authority has been delegated by the Trustees, in their sole and broad discretion decide you are entitled to such benefits. The Trustees' decisions in such matters are final and binding on all persons dealing with the Plan or claiming eligibility for SUB. If a decision of the Trustees is challenged in court, it is the intention of the parties to the Trust that the Trustees' decision is to be given full judicial deference to the extent permitted by law and to be upheld unless it is determined to be arbitrary or capricious.

Plan Authority

No Union officer, Business Manager, Business Agent, Union Employee, Contributing Employer or employer representative, association or association representative, individual trustee, Fund Office personnel, consultant, attorney, or any other person is authorized to speak for, or on behalf of this Plan, or to commit, or to legally bind the Board of Trustees of this Plan in any matter whatsoever relating to SUB, unless such person will have been given express written authority from the Board of Trustees to act in such matter. All inquiries, requests for rulings, interpretations, and decisions must be directed to the full Board of Trustees in care of the SUB Office.

Anti-Assignment

Subject to applicable law, you may not assign or transfer SUB, nor shall SUB be subject to any legal process or to the demands of any of your creditors. However, this provision shall not bar the Fund's Board of Trustees, or their delegate(s), from recovering any payments that you are not entitled to as described in the section entitled "SUB Fund Benefits Received on Account of Fraud, Error, Etc." or from taking the actions described in the section "Disqualification from Receiving SUB Fund Benefits".

SUB Fund Benefits Received on Account of Fraud, Error, Etc.

In the event that you (or any other individual(s) and/or entity or entities claiming through you) receive SUB payments that you are not entitled to, whether by error, fraud, misrepresentation, or any other manner, you (or they) are responsible for reimbursing the Plan for the entire amount involved. You must also notify the SUB Office immediately upon receiving any type of payment you are not entitled to. If reimbursement is not made, you (or they) will be required to pay interest and all of the SUB collection costs, including attorney's fees. The Plan reserves the right to pursue your estate or beneficiary as well in the event of your death when reimbursement is owed. In addition, the Plan reserves the right to:

- Withhold future SUB payments to which you may be entitled until the withheld payments equal the amount of SUB payments incorrectly received by you; and/or
- Exercise any legal and equitable rights of action as the Trustees deem appropriate for the recovery of SUB payments incorrectly received by you, plus interest at the highest rates permitted by Connecticut law, collection costs, and attorney's fees, including, but not limited to, initiating a lawsuit against you, or in the event of your death, your estate or beneficiary.

Disqualification from Receiving SUB Fund Benefits

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

Paying Income Tax on Your SUB Payments

Since the tax laws are constantly changing, it is suggested that you consult with a lawyer, accountant, or other tax planner regarding the taxes that apply to SUB payments. Without rendering any tax or legal advice, we understand that SUB payments should be included in your gross income for federal and state income tax purposes. Therefore, the Fund will withhold federal and state income taxes from any weekly SUB payment.

Plan Facts

Type of Administration of the Plan

The Plan is administered and maintained by a joint Board of Trustees, consisting of an equal number of union and employer representatives. The Board employs an Executive Director and maintains an administrative staff to perform the routine administration of the Plan.

The Name and Address of the Plan

International Union of Operating Engineers Local No. 478
Health Benefits Plan
1965 Dixwell Avenue
Hamden, Connecticut 06514-2400
Telephone: 888-209-5830 (toll-free)

The Plan Number assigned to the Board of Trustees is: 501

The Employer Identification Number (EIN) issued by the Internal Revenue Service is: 06-0662089.

Contributing Employer(s)

You may make a written request to the Fund Office for information as to whether a particular employer or employee organization is a Contributing Employer with respect to this Plan and, if so, you may request the address of that Contributing Employer. You may also obtain a complete list of the employers and employee organizations sponsoring the Plan upon written request to the Fund Office. Such information is available for examination at the Fund Office.

Reference to Collective Bargaining Agreements

The Fund is maintained pursuant to various Collective Bargaining Agreements which pro-

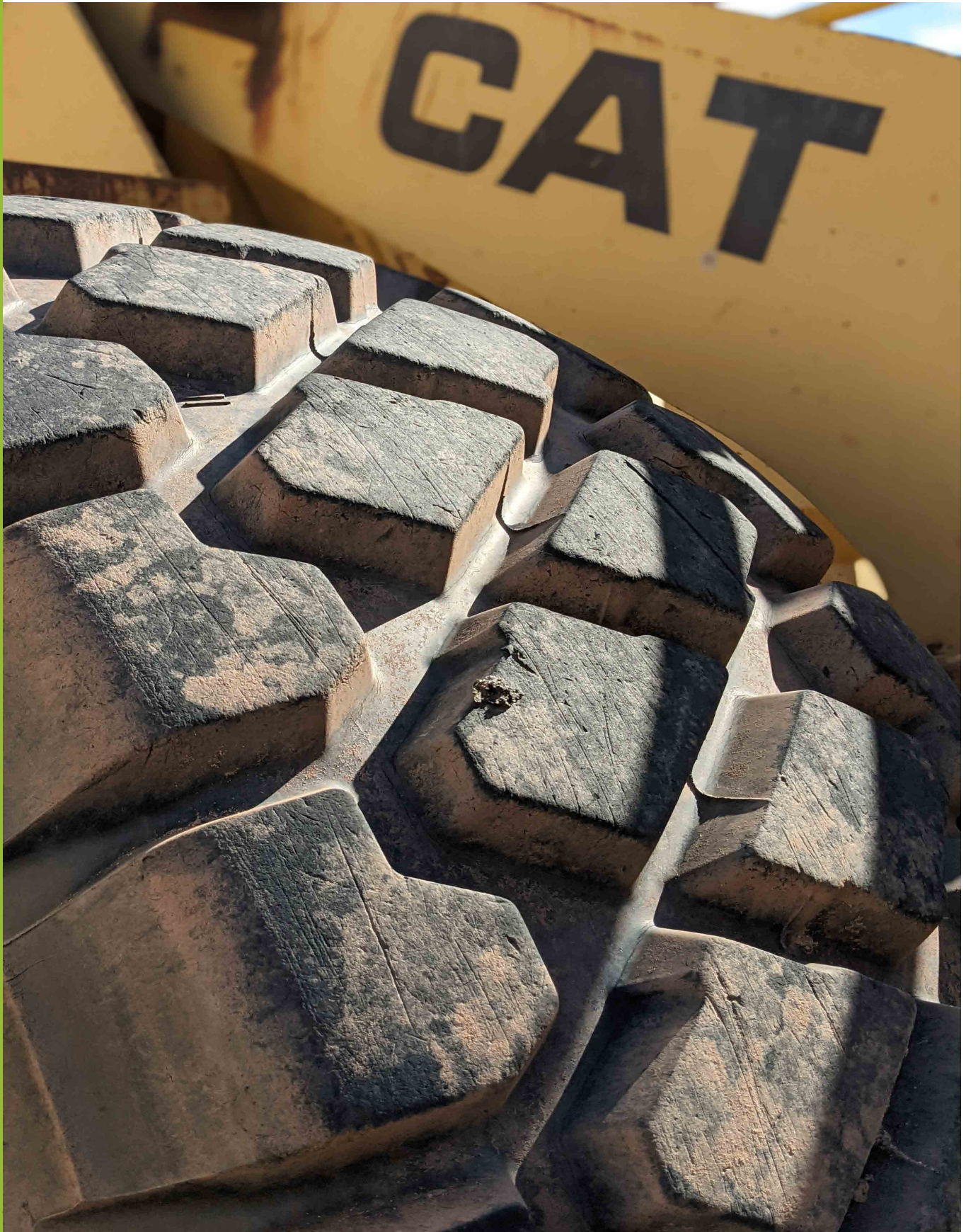
vide for the rate of employer contributions to the Plan, the type of work, and areas of work for which contributions are payable, and certain other terms governing contributions. A copy of the applicable Collective Bargaining Agreements may be obtained upon payment of a reasonable charge by written request to the Fund Office and is also available for examination at the Fund Office.

Type of Plan

The Plan generally provides all health benefits (for example, medical benefits, prescription drug benefits, vision, and dental benefits, etc.) on a "self-insured" basis (i.e., directly from the assets of the Fund's Trust Agreement, and not via any type of insurance or an insured product) to eligible Members and, as may be applicable, their Eligible Dependents. Specific Fund benefits are provided to eligible Active Members (or their Beneficiary) by the Fund on an insured basis. SUB specifically is provided by the Plan to eligible Active Members on a self-insured basis.

Source of Contributions to the Plan and Identification of any Organizations through which Benefits are Provided

Contributions to the Plan are made by individual Contributing Employers at the rates established by the applicable Collective Bargaining Agreement. The Plan will also receive COBRA self-payments from individuals who have had their Plan medical and other health-related coverage terminate. Such contributions and self-payments are received and held in trust by the Trustees. Contact the Fund Office for a listing of the Plan's Contributing Employers. We wish to note that individuals who are former Active Members and elect COBRA coverage are not automatically eligible for SUB.



Supplemental Unemployment Benefits (SUB) Fund

Names and Addresses of the Members of the Board of Trustees:

UNION TRUSTEES	EMPLOYER TRUSTEES
Mr. Garry Gyenizs IUOE Local No. 478 1965 Dixwell Avenue Hamden, CT 06514-2400	Mr. John W. Butts Associated General Contractors of CT 912 Silas Deane Highway, Suite 112 Wethersfield, CT 06109
Mr. Christopher Cozzi IUOE Local No. 478 1965 Dixwell Avenue Hamden, CT 06514-2400	Mr. Vincent Federico C.J. Fucci Construction, Inc. 63 Russell Street New Haven, CT 06513
Mr. Kyle Zimmer IUOE Local No. 478 1965 Dixwell Avenue Hamden, CT 06514-2400	Mr. Thomas J. Oneglia O & G Industries, Inc. 112 Wall Street Torrington, CT 06790

Name and Address of the Person Designated as Agent for the Service of Legal Process

If for any reason you wish to seek legal action,
you may serve legal process upon

Ms. Dorothy Siniscalchi, Executive Director
International Union of Operating Engineers Local No. 478
Health Benefits Fund
1965 Dixwell Avenue
Hamden, CT 06514-2400

In addition, legal process may be served upon any Trustee
at the addresses listed immediately above.

Plan Administrator

The Plan Administrator, as that term is defined by ERISA, is the Board of Trustees. The Board of Trustees employ and maintain a Fund Office and staff to perform routine administration of the Plan.

Trust Fund

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible individuals and defraying reasonable administrative expenses. The Fund's assets are managed by professional asset managers selected by the Board of Trustees in conjunction with recommendations from the Fund's investment consultant.

Appeal Procedure

If an Active Member is denied SUB, in whole or in part, as specified in Section 503 of ERISA, remedies are available and are set forth on pages 25 - 26 of this SPD.



ERISA Statement of Rights

As a participant in the International Union of Operating Engineers Local No. 478 Health Benefits Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants are entitled to the following rights.



Supplemental Unemployment Benefits (SUB) Fund

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and the Union hall, all documents governing the Plan. These include 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. These include insurance contracts and Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan 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 SUB or exercising your rights under ERISA.

Enforce Your Rights

If your claim for SUB is denied or ignored, in whole or in part, you have a right to know why this was done and 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 Summary Plan Description or Plan Document or the latest annual report from the Plan and do not receive them within thirty (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 \$110.00 a day (subject to any applicable U.S. Department of Labor inflationary adjustments) until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator, care of the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory or:

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 EBSA at 866-444-3272, or you may want to visit the EBSA's website at: www.dol.gov/ebsa.

Supplemental Unemployment Benefits (SUB) Fund





Supplemental Unemployment Benefits (SUB) Fund

DEFINITIONS

Active Member or Member means an employee who is a member of the Union and who may be eligible for SUB from the Fund under the eligibility provisions outlined in this SPD.

Benefit Year means the period of time for which SUB shall be payable to Active Members who have met all of the applicable SUB requirements. SUB shall be payable only for weeks during the Benefit Year.

Collective Bargaining Agreement means any written agreement, including any extensions or renewals thereof, between a Contributing Employer and the Union, which describes the terms and conditions of work in the jurisdiction of the Union and under which the Contributing Employer is required to make contributions for SUB to the Fund.

Contributing Employer or Employer means any person, firm, corporation, or other entity who or which employs members of the Union or other employees, is signatory to a Collective Bargaining Agreement, and is obligated to make contributions with respect to SUB to the Fund on behalf of members.

Contribution Period means the consecutive twelve month period during which the Fund will monitor and track SUB contributions which are received on behalf of an Active Member for purposes of determining eligibility for SUB with respect to a Benefit Year. Currently the Contribution Period means the consecutive twelve month period commencing on October 1st and ending on the following September 30th, which occurred prior to the commencement of such Benefit Year.

Covered Employment means employment for which a Contributing Employer or contractor is obligated to contribute to the Fund on behalf of an employee in accordance with a Collective Bargaining Agreement with the Union.

ERISA means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and all regulations and rulings issued pursuant thereto.

Fund means the International Union of Operating Engineers Local No. 478 Health Benefits Fund, as established by the Agreement and Declaration of Trust.

Health Benefits Plan, Health Plan, or Plan means the International Union of Operating Engineers Local No. 478 Health Benefits Plan.

Non-Covered Employment means: (1) employment anywhere in the United States in a category of work that would require contributions to the Fund but for the fact that the employer is not a signatory to a Collective Bargaining Agreement, and includes acting as an officer, director, supervisor, stockholder, or in a similar capacity for such an employer, but excludes employment that is performed by an employee of the Union at the exclusive direction of the Union; or (2) any self-employment, whether as a partner, proprietor, or otherwise, as an operating engineer in the United States.

Supplemental Unemployment Benefits or SUB means the weekly unemployment benefit payable to an active member who meets all of the applicable eligibility rules.

Termination for Cause means the loss of eligibility for Fund benefits whenever an individual who would otherwise be eligible for Fund benefits, including SUB, engages in any of the following activities: (1) committing a crime (regardless of whether he or she is ultimately convicted) against the Fund, any employee benefit fund related to our Fund, the Union, any Employer, or any of their respective officers, directors, trustees, employees, or agents; or (2) making, giving or withholding, whether directly or indirectly, any information, including a false or misleading statement, for the purpose of inducing the Fund to make an individual eligible for a benefit under the Plan that he or she would not otherwise be eligible to receive.

Trust Agreement means the document entitled Amended and Restated Agreement and Declaration of Trust of the International Union of Operating Engineers Local No. 478 Health Benefits Fund, under which this Fund is established and governed, and any amendments thereto.

Trustees or Board of Trustees means the Board of Trustees as established and constituted from time to time under the provisions of the Fund's Agreement and Declaration of Trust.

Union means the Local No. 478 of the International Union of Operating Engineers.





