

**SUPPLEMENTARY
UNEMPLOYMENT
BENEFIT PLAN**

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HOW TO CLAIM BENEFITS

Please note: You may choose to use direct deposit for the payment of your claims – refer to page III for more information

Initial Application

When you have been unemployed for any reason other than accident, illness or quarantine, for one or more weeks, obtain an application form from your Local Union Office. For purposes of this Plan, a “benefit” week runs from Sunday, 12:01 a.m. to midnight of the following Saturday. The E.I. “benefit” week is the same as the Plan “benefit” week.

Complete the Application for Supplementary Unemployment benefits and attach your E.I. approval/denial letter and copies of your E.I. stubs/confirmation of payments, as applicable, and have your Business Representative certify that you are a Member of a Participating Local Union.

Forward the completed application to the Plan Administrator:

**Manion, Wilkins & Associates Ltd.
S.U.B. Payments
626 – 21 Four Seasons Place
Etobicoke, ON M9B 0A6**

MILLWRIGHTS SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

Eligibility

You will be initially eligible for benefits from the S.U.B. Plan after you have been a Member of the Plan for 12 months and after you have accumulated 1,500 hours with Contributing Employer(s).

The 1,500 hours must be accumulated in a period not greater than twenty-four (24) consecutive months from the date of the first contribution. If you do not earn 1,500 hours with Contributing Employer(s) in this twenty-four (24) month period, all accumulated hours will be forfeited.

Benefit Entitlement

If you are a member in good standing with a Participating Local Union you will be eligible to receive benefits for weeks when you are unemployed, including the two week waiting period, as a result of a reduction in the work force or temporary layoff, including a layoff because of the discontinuance of a project.

To be eligible you must:

- a) submit a formal application,
- b) be registered at and have reported to an Employment Office maintained by Human Resources Development Canada, and
- c) have applied for an Employment Insurance Benefit and provide written confirmation of such during the two week waiting period, or

- d) have received an Employment Insurance Benefit (for unemployment, Maternity/Parental Leave Benefits, or Compassionate Care Benefits), or received written confirmation from E.I. that you are ineligible:
- because you did not work sufficient weeks to be eligible for Employment Insurance, or
 - because you have received your maximum entitlement from Employment Insurance.

Limitations

S.U.B. benefits will not be payable if your unemployment or layoff was:

1. a result of an accident, illness or quarantine;
2. for disciplinary reasons;
3. a result of:
 - a) any strike, slowdown, work stoppage or a labour dispute involving any union at a project of the company if it interferes with the operations at the project where you worked, or
 - b) any fault attributable to you, or
 - c) any war or hostile act of a foreign power (but not Government regulations or controls dealing with this), or
 - d) sabotage or insurrection;in respect to a particular week
 - a) any war or hostile act of a foreign power (but not Government regulations or controls dealing with this), or
 - b) you were receiving income benefits under any workers' compensation program/plan, or
 - c) you failed or refused to accept employment suitable under the Employment Insurance Act;
4. because you were not employed by a Contributing Employer or otherwise for compensation, remuneration or earnings as defined under the Employment Insurance Act;
5. because you refused to accept work in your Local Union area when called by a Union Official according to the Collective Agreement (except when you are disabled); or
6. because you are receiving a retirement benefit payment under the Canadian Pension Plan, Old Age Security Act or the Millwright Pension Plan.

Maximum Hours

The maximum number of hours you can accumulate in your account at the end of any month is 4,000.

Hours accumulated over and above this amount will be transferred to the "General Reserve" of the Fund.

Forfeiture Of Credit Units

The S.U.B. hours in your S.U.B. account and any future hours that would have been credited to your S.U.B. account will be forfeited if you:

1. cease to be a Member of a Participating Local Union in good standing;
2. retire;
3. wilfully misrepresent any material fact in an application for benefits;
4. are suspended from the Millwright Union in accordance with the constitution of the Millwright Union and the bylaws of your Participating Local Union.

In addition, effective each July 1st, if no S.U.B. contributions were made by a Contributing Employer on your behalf in the prior Benefit Year ending June 30th last, you shall forfeit, monthly thereafter, the greater of 1/12th of your account or 125 Credit Units.

The forfeiting of Credit Units shall cease as soon as contributions from a Contributing Employer are received by the S.U.B. Plan on your behalf. Credit Units forfeited in accordance with the Plan rules will not be reccredited to your account at any time.

Reinstatement

If you terminate from the S.U.B. Plan and forfeit your S.U.B. credits, the forfeited credits will be returned to your S.U.B. account provided you reinstate your membership with a Participating Local Union within 12 months of leaving or terminating from the Plan. Otherwise you must rejoin the S.U.B. Plan – see below.

Rejoining

If you leave the Union and Rejoin at a later date, you will be reinstated when you have worked 1,500 hours for Contributing Employer(s) in a period of twenty-four (24) consecutive months.

A reinstated Member will qualify for benefits according to the years of Union Membership from the most recent date he/she joined a Participating Local Union.

Amount And Duration Of S.U.B. Benefits

You will receive a benefit of \$175.00 for each week of unemployment provided that the "Value of the Fund" is 66 2/3% or more. Benefits are payable for a maximum of 15 weekly payments within the benefit year. The benefit year runs from July 1st to the following June 30th. You may receive fewer payments depending upon the number of hours in your S.U.B. account.

The "Value of the Fund" is the total assets of the Fund compared to the amount required in the Fund to pay the benefits, assuming a certain level of unemployment.

The Fund is valued monthly for the Trustees. If the "Value of the Fund" is less than 66 2/3% of the minimum requirement, the benefits will be reduced accordingly.

Table 1 shows the weekly amount of benefit payable to an eligible Member according to the Value of the Fund and the number of years of complete Union Membership from the most recent date the Member joined a Participating Local Union.

Table 2 shows the number of hours that will be deducted for a Member according to the "Value of the Fund" and the number of years of complete Union Membership from the most recent date the Member joined a Participating Local Union.

TABLE 1

WEEKLY AMOUNT OF BENEFIT						
Complete Years Of Union Membership*						
Value Of Fund	Less Than 1	1	2	3	4	5 or More
66 2/3% or more	NIL	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
33 1/3% - 66 2/3%	NIL	131.25	131.25	131.25	131.25	131.25
25% - 33 1/3%	NIL	87.50	87.50	87.50	87.50	87.50
25% - NIL	NIL	NIL	NIL	NIL	NIL	NIL

* From most recent date the Member joined a Participating Local Union

TABLE 2

NUMBER OF HOURS DEDUCTED PER PAYMENT						
Complete Years Of Union Membership*						
Value Of Fund	Less Than 1	1	2	3	4	5 or More **
66 2/3% or more	NIL	670	335	214	168	134
33 1/3% - 66 2/3%	NIL	893	447	285	224	179
25% - 33 1/3%	NIL	1,340	671	427	336	269
25% - NIL	NIL	NIL	NIL	NIL	NIL	NIL

* From most recent date the Member joined a Participating Local Union

** This includes any individual who is attending school as a Millwright

INTERPRETATION, AMENDMENT AND TERMINATION OF PLAN

The Trustees have the sole and exclusive power and authority to apply and interpret the Plan; to amend the Plan from time to time and at any time; and to terminate the Plan at any time as they may deem necessary or appropriate.