

**BOSTON PLASTERERS, CEMENT MASONS AND
ASPHALT LAYERS
UNION LOCAL NO. 534
SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN**

SUMMARY PLAN DESCRIPTION

AUGUST 1, 2022

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INTRODUCTION

The Supplemental Unemployment Benefit Fund (the “Fund” or “SUB Fund”) is designed to provide those covered by Collective Bargaining Agreements with supplemental unemployment benefits, as well as life, sick, and accident benefits. To administer the Fund, the Union and the Association established a voluntary employees’ beneficiary association (“VEBA”) in the form of a trust to receive Contributions and provide benefits for eligible employees and their beneficiaries. To administer these benefits, the Trustees created the Supplemental Unemployment Benefit Plan (“Plan”). This is a Summary Plan Description (“SPD”) of the benefits provided under the Plan.

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. Some terms used in the summary have special meanings. These terms are identified by capitalizing the term’s first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary. If you have any questions, and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator.

ELIGIBILITY

You are eligible to receive benefits under the Plan if you have worked at least 320 hours under a Collective Bargaining Agreement that requires Contributions to this Plan, and you meet the additional requirements for each individual benefit, described later in this SPD. If you work at least 320 hours under a Collective Bargaining Agreement, you will remain eligible for benefits until your Individual Account is depleted.

If you do not work at least 320 hours under a Collective Bargaining Agreement in a Plan Year, the Contributions in your Individual Account will be forfeited and used to pay the Plan’s administrative expenses. If you work at least 320 hours under a Collective Bargaining Agreement in a Plan Year, your Individual Account will not be forfeited.

CONTRIBUTIONS TO INDIVIDUAL ACCOUNTS AND INVESTMENT OF FUND ASSETS

Each Plan Participant has in Individual Account where Contributions are credited. The balance in your Individual Account is made up of contributions and investment returns. Individual Accounts are managed and invested by the Trustees. The Trustees may establish an investment policy and/or appoint an Investment Manager or Managers to manage, acquire, or dispose of any assets of the Fund.

Contributions are credited to your Individual Account until the balance in your Individual Account reaches \$35,000. Once the balance in your Individual Account reaches \$35,000, no further Contributions will be accepted on your behalf. If the balance in your Individual Account falls below \$35,000 due to the payment of benefits, investment performance, payment of expenses, or any other reason, Contributions will again be credited to your Individual Account until the balance reaches \$35,000.

The account balance in your Individual Account on the first day of the month in which Contributions are due determines whether Contributions should be credited to your Individual Account. If your Individual Account balance is \$35,000, any additional Contributions are credited to the Local 534 Annuity Fund, or another Fund as set forth in an agreement between the Union and the Employers.

If you are otherwise eligible for Benefits, you are only entitled to the extent your Individual Account has a balance sufficient to fund the Benefits at the time you request them. If your Individual Account is not sufficient to fund the full amount of the Benefit requested, you will receive the balance of your Individual Account. After depletion of your Individual Account, you will again be eligible for Benefits once you satisfy the eligibility requirements described above.

BENEFITS/WEEKLY BENEFIT AMOUNT

The Plan provides for Supplemental Unemployment Compensation benefits, Sick and Accident benefits, Life benefits, Legal Services benefits, and Vacation benefits.

I. SUPPLEMENTAL UNEMPLOYMENT COMPENSATION BENEFITS

You are eligible for a weekly Supplemental Unemployment Compensation benefit in the amount of \$300.00 beginning with the first week after you apply for the benefit and only if you have been laid off from work with an Employer, you are physically available for work within the jurisdiction of the Union or within the industry with respect to the week for which you apply, and you meet **ALL** of the following requirements:

- A. Your layoff
 - 1. Occurred in a reduction in force or as a result of the permanent shutdown of a job, *and*
 - 2. You did not quit, *and*
 - 3. You were not suspended or discharged, *and*
- B. With respect to the week you apply for benefits,
 - 1. You are available for and able to work, *and*
 - 2. You are registered at and have reported to an employment office maintained by the applicable state system and have not failed or refused employment deemed suitable under such state system, or voluntarily left such suitable employment; provided, however, that this requirement does not apply to Employees with respect to a week as to which he or she is otherwise eligible for benefits while working for an Employer, *and*
 - 3. You have made an application for and have not failed or refused to accept or voluntarily left other employment with other employers as may be reasonably specified by the Trustees provided that such unemployment, during the period for which state unemployment benefits are payable, is deemed suitable under the applicable state system and, thereafter, would have been deemed suitable during the last week for which state unemployment benefits were payable and provided further that this requirement does not apply to an Employee with respect to a week

as to which he or she is otherwise eligible for benefits while working for an Employer *and*

4. You have not received or have been eligible to receive a state unemployment benefit not currently under protest by an Employer or were ineligible to receive a state unemployment benefit only:
 - i. Because such week is a “waiting week” under the applicable state system, *or*
 - ii. Because you did not have prior to your layoff a sufficient period of work in employment covered by the state system, *or*
 - iii. Because of the limit under the state system of the period of time for which state unemployment benefits are payable, *or*
 - iv. Because you were employed by an Employer or otherwise compensated as defined under the law of the applicable state system in an amount equal to or in excess of the amount which disqualifies him for a state unemployment benefit *and*
5. You have not refused either at the time of your layoff or during your layoff to accept an assignment to any work which is suitable under the applicable state system at the same or any other operation of an Employer; provided that work which you would be required to accept under any applicable collective bargaining agreement is deemed to be suitable, *and*
6. You have not failed, regardless of the reason, to respond to recall within three (3) working days (or any greater number of days which may be authorized under the applicable bargaining agreement), *and*,
7. You have appeared personally and reported at reasonable times and locations during such week, as may be required by the Trustees, *and*
8. You were not eligible for and were not claiming any accident and sickness or total disability benefit, whether publicly or privately financed, or any pension or retirement benefit financed in whole or in part by an Employer *and*
9. You were not in military service (including training encampments), *and*
10. You did not receive any unemployment benefit from or under any contract, plan or agreement of any other employer, and you were not eligible for such a benefit from or under any contract, plan or arrangement of any employer, with whom you had greater service than with the Employers.

You will be considered to be on layoff for any week in which, because of lack of work, you are scheduled or assigned work for the Employers for less than one (1) day.

For any week for which you applied for a Supplemental Unemployment Compensation benefit and were denied a state unemployment benefit, which denial you are protesting through the procedure provided through the state system, and for any week for which you have received a state unemployment benefit, the payment of which is being protested by the Employer through the procedure provided under the state system, any weekly Supplemental Unemployment Compensation benefit under the Plan will not be paid to you until such dispute(s) has been finally resolved.

The amount of the weekly Supplemental Unemployment Compensation benefit is subject to determination and amendment by the Trustees.

No Supplemental Unemployment Compensation benefit shall be payable if the same or a similar benefit is available from another source.

II. SICK AND ACCIDENT BENEFITS

DISABILITY BENEFITS

Amount of Benefits

You are eligible for a weekly Disability benefit if you are unable to perform the duties of your trade due to your own *non-work-related* injury or your own *non-work-related* illness for a period of two (2) consecutive weeks or more. The amount you are eligible for is equal to forty (40) hours times your regular rate of pay under the applicable collective bargaining agreement. This amount is subject to change as determined by the Trustees.

If you are eligible for or receive any income or benefits from any employer, policy, or other plan, this Plan will offset the full amount of the income or benefits you are receiving or are eligible to receive from the other employer, policy, or plan.

If you become disabled after having worked, or you regain the ability to perform the duties of your trade prior to the end of the work week, Disability benefits will be prorated.

Eligibility for Benefits

Determinations of whether you are unable to perform the duties of your trade or are otherwise eligible for Disability benefits are made by the Trustees and based on medical information and other information provided by you or otherwise obtained by the Plan. In making such determinations, the Plan may require you to attend and submit to examinations, consultations, and/or other tests by physicians or other medical professionals chosen by the Plan. These examinations, consultations, and/or tests will be at the Plan's expense. The Plan may require periodic examinations, consultations, and/or tests as described in this section. An unexcused failure to attend or submit to an examination, consultation, and/or test will result in the suspension or termination of Disability benefits.

If you are unable to perform the duties of your trade due to a work-related injury or illness, you will be eligible for Disability benefits only during the uncompensated waiting period that may exist under any state worker's compensation system.

Timing of Benefits

If it is determined that you qualify for Disability benefits, you will be eligible to receive Disability benefits no earlier than the date your application was received by the Plan, and you will continue being eligible for Disability benefits until the Trustees determine you are no longer unable to

perform the duties of your trade, or until you are otherwise ineligible for Disability benefits, whichever comes first.

MEDICAL EXPENSES

If you and/or your Dependents incur expenses because of illness or personal injury, you are eligible to receive reimbursement or payment for those expenses. Covered expenses include and are reimbursable with the following documentation:

- Insurance co-payments and deductibles for doctor's visits, medical services, prescriptions, and other covered services with documentation from the insurance company or health plan showing the amount you or your Dependent(s) owe and a receipt showing payment by you or your Dependent(s).
- Other non-covered medical expenses with submission of a prescription or other written order from a physician and a receipt showing payment by you or your Dependent(s).

If you are experiencing financial hardship (as determined by the Trustees), the Plan may pay non-covered medical expenses directly to a doctor or health care provider upon submission of documentation of the amount owed (as described above) or submission of a prescription or other written order from a physician with an invoice.

The Plan reserves the right to defer reimbursements until the requested amount(s) exceed(s) \$100.00. If you lose eligibility for your employer-paid health and welfare plan coverage due to disability or retirement, you are eligible to receive reimbursement for payments made to continue coverage for you or your Dependent(s).

SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND THE MPFMLA

Most employees in Massachusetts are eligible to receive paid medical leave benefits pursuant to the Massachusetts Paid Family and Medical Leave Act ("MPFMLA"). The MPFMLA states that an individual receiving paid leave benefits from the State of Massachusetts is also permitted to receive benefits from a private paid leave plan, such as the Local 534 SUB Fund.

However, if an individual receives *both* MPFMLA benefits and benefits from a private plan for the same week, the MPFMLA states that the individual may not receive more than their "Average Weekly Wage" in total, between the two benefits. An individual's Average Weekly Wage is determined by the Massachusetts Department of Family and Medical Leave according to a specific formula.

For this reason, in any week in which a Participant receives MPFMLA benefits, the maximum benefit that a Participant may receive from the Fund is equal to the Participant's Average Weekly Wage, minus the amount of the MPFMLA benefits they receive for that week. This rule is demonstrated by the following example:

Bill Junior cannot work because he broke his leg while working on a renovation of his home. Bill applies for paid medical leave from the Massachusetts Department of Family and Medical Leave, and he receives a benefit from the state of \$900.00 per week from February 1, 2021 through February 28, 2021. The letter that Bill receives from the Department of Family and Medical Leave states that his Average Weekly Wage is \$1,400.00.

Bill also applies for benefits from the SUB Fund, and he receives \$500 per week during the time period from February 1, 2021 through February 28, 2021. In total, between the two benefits, Bill receives \$1,400 per week during the month of February: \$900 from MPFMLA and \$500 from the SUB Fund.

As always, a Participant must have an Individual Account balance with the Fund in order to receive any benefits from the Fund.

If a Participant does not receive MPFMLA benefits in a given week, then a participant can still receive the full SUB Fund benefit during that week, if they are otherwise eligible. For example, a Participant could receive their full SUB Fund benefit during the initial seven (7)-day waiting period for MPFMLA benefits.

III. LIFE BENEFITS

In the event of your death, your beneficiary (as designated on a form prescribed by the Plan) will receive a lump sum payment equal to the balance in your Individual Account as of the date of your death. If you do not have a beneficiary on record, the Plan will determine your beneficiary from the life insurance or other records of the Union. The Life benefit is payable in addition to and without regard to other benefits or insurance which may be payable on account of your death.

IV. LEGAL SERVICES BENEFITS

Participants may use their Individual Account to pay for the costs of eligible legal services. To obtain this benefit, you must submit sufficient evidence of the eligible legal services you have been charged to the Fund Office. Eligible legal services are defined as services provided by a legal professional in relation to:

- Trusts, estates, wills, and related matters;
- Family or divorce matters;
- Immigration matters; or
- Real estate matters.

The Legal Services Benefit may NOT be used for legal fees incurred in any action or matter that involves a claim against the Plasterers' & Cement Masons' Local 534, or against any Employer who contributes to the Fund. Legal fees incurred in connection with a divorce are only eligible for this benefit if they are incurred by the Participant. Legal fees incurred by a Participant's spouse are not eligible legal services.

V. VACATION BENEFITS

Participants may use their Individual Account for Vacation Benefits. The Vacation Benefits are equal to eight (8) hours' pay at your normal daily wage for each day of vacation taken. Vacation must be taken in one (1)-week increments. You may not take Vacation Benefits for a week in which you are receiving payment for work, vacation, unemployment, or any other wage-replacement. The Fund Office may contact your employer to verify that you are not receiving vacation pay for the same week in which you receive Vacation Benefits from the Fund.

To obtain this benefit, you must submit a request for approval for Vacation Benefits to the Fund Office before your vacation. Please note that Vacation Benefits from the Fund may not be used during the week of any holiday listed in the Union's collective bargaining agreement.

APPLICATIONS AND CLAIMS PROCEDURE

Applications for Benefits

Applications for all benefits must be in writing and in the form and manner required by the Trustees. Employees, Participants, and Beneficiaries must provide any information or proof reasonably required for the administration of the Plan for the determination of any matter the Trustees may legitimately have under consideration. Failure to provide such information or proof promptly and in good faith may result in the denial, suspension, or discontinuance of benefits under the Plan, and the Trustees have the right to recover any benefit payments made in reliance on such information or proof.

The Trustees are the sole judges of the standard of proof required in any case. The decisions of the Trustees regarding the application and interpretation of the provisions of the Plan are final and binding on all parties, including Employees, Participants, Employers, the Union, and Beneficiaries. Claimants have a right to request a review of Trustees' decisions as explained below.

Claims Procedure

Upon receiving an application for benefits, the Trustees will act in a reasonable time to notify you of the approval or denial of your application. No Employee, Participant, Beneficiary, or other person has a right or claim to benefits under this Plan, or a right or claim to payment from the Fund, other than as specified in this SPD. Any dispute regarding eligibility, type, amount, or duration of benefits, or any right or claim to payment from the Fund will be resolved by the Board of Trustees and pursuant to the Plan. Decisions of the Board of Trustees regarding the dispute, right, or claim for benefits will be final and binding on all parties and subject to judicial review as allowed under federal labor policy.

If your claim is denied

If your application or claim for benefits under the Plan is denied, in whole or in part, you will be notified of the denial within ninety (90) days of the Plan's receipt your application or claim. The Trustees may, in special circumstances, request an extension of time, not to exceed ninety (90)

days. In such cases, the Trustees will notify you in writing before the end of the initial ninety (90)-day period indicating what special circumstances exist and the date they expect to render a final decision.

If your claim is denied, the Trustees will notify you in writing of:

1. The specific reason or reasons for the denial,
2. Specific references to pertinent Plan provisions on which the denial is based,
3. A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary, and
4. Appropriate information as to the steps to be taken if you wish to submit your claim for review.

Appeal Rights

You may petition the Board of Trustees to review a denied claim. Petitions must be in writing, and state in a clear and concise manner the reason or reasons for disputing the denial, along with any pertinent documents or materials not already provided to the Trustees, and must be filed within sixty (60) days after receiving notice of a denial. Upon a showing of good cause, the Trustees may allow a petition to be amended or supplemented. The Trustees will grant a hearing on a petition before a hearing panel consisting of at least one Employer Trustee and one Union Trustee to receive any evidence or argument that cannot be presented satisfactorily in writing. Failure to file a petition for review within sixty (60) days, or failure to appear and participate in any hearing, will be a waiver of your right to review of the denial, provided the Trustees may grant a waiver for good cause if your application for relief is made within one year after the date on the notice of denial.

The Trustees will review petitions at their next scheduled meeting at least thirty (30) days after receiving the petition, unless special circumstances require an extension of time for processing, in which case you will be notified before the start of the extension period. Decisions will be rendered as soon as possible, but no later than the third meeting following the Trustees' receipt of the petition for review. Decisions of the Board of Trustees regarding an application, claim, or petition for review will be final and binding on all parties and subject to judicial review as allowed under federal labor policy.

NONDISCRIMINATION

This Plan is maintained pursuant to a collective bargaining agreement and the contribution rate is established through the collective bargaining process. Contributions are received and Benefits are paid pursuant to the standards adopted by the Trustees and set forth in this Plan. These standards do not provide for disproportionate benefits to officers, shareholders, or highly compensated employees.

OTHER IMPORTANT INFORMATION

If the Trustees find that an Employee, Participant, or Beneficiary is deceased or is unable to attend to his or her affairs because of mental or physical incapacity, then the Trustees may direct that any payment due under the Plan be paid to his or her legally appointed representative, if there is one, and if not then to the spouse, parents, children, or other dependents of such person as the Trustees in their discretion may determine. Any such payment shall be a complete discharge of any liability of the Fund.

No benefit payable under this Plan shall be subject in any way to alienation, sale, transfer, pledge, or other encumbrance and any attempt to accomplish the same shall be void, to the extent permitted by law.

This Plan is intended to comply with all applicable laws including, but not limited to, ERISA and the Code, including Section 501(c)(9) of the Code and all applicable regulations thereunder, and should be construed and interpreted consistent with that intent.

The Trustees may amend or modify this Plan at any time. Any amendments must be in writing and executed by the Trustees. Upon termination of the Plan, it will terminate in all respects except for the assets remaining in the Fund, which will be subject to all applicable provisions of the Plan then in effect and will be used until exhausted to pay benefits in accordance with the Plan and the reasonable administrative expenses of the Fund and the Plan.

PLAN ADMINISTRATION

Plan Administrator

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator is Gail Mills.

Mailing Address

Boston Plasterers' & Cement Masons'
Local 534 Benefits Office
7 Frederika Street
Dorchester, MA 02124
Telephone (617) 825-4500

Plan Year

Plan records are maintained on a Plan year basis, which runs from October 1 through September 30 of each year.

Trustees

The Board of Trustees has six (6) members. Three (3) are appointed by the Union and three (3) are appointed by the Association. The members of the Board of Trustees at the time this Summary Plan Description was prepared are:

Employer

Stephen P. Affanato
Building Trades Employers Assoc.
150 Grossman Drive, Suite 313
Braintree, MA 02184

Michael Frias
Labor Relations Division of the
Associated General Contractors of Mass
888 Worcester Street
Wellesley, MA 02482

David Powell
Master Plasterers' Assoc.
Building Trades Employers Assoc.
150 Grossman Drive, Suite 313
Braintree, MA 02184

Union

John Langan
Boston Plasterers' & Cement Masons' 534
7 Frederika Street
Boston, MA 02124

James P. Mulcahy
Boston Plasterers' & Cement Masons' 534
7 Frederika Street
Boston, MA 02124

Ermir Rama
Boston Plasterers' & Cement Masons' 534
7 Frederika Street
Boston, MA 02124

Employer Identification Number

The legal Plan documents, any contracts, the summary plan descriptions, and the financial reports are filed with the U.S. Department of Labor ("DOL") and the Internal Revenue Service ("IRS") under the Employee Identification Number (EIN): 61-1424309. The Plan Number is 501.

GLOSSARY

Association

The Operative Plasterers and Cement Masons International Association.

Beneficiary

A person other than a Participant who is entitled to a Benefit under a Plan. A "Beneficiary" may be a Participant's Dependent or another who has been designated to receive a Benefit.

Benefits

The benefits payable under this Plan.

Board of Trustees

The Board of Trustees established by the Trust Agreement.

Collective Bargaining Agreements

Any collective bargaining agreement, participation agreement or other written agreement between the Union and any Individual Employer or employer association which provides for the making of employer contributions to this Fund.

Code

The Internal Revenue Code, as amended.

Contribution

- The payment made or to be made to the Fund by any Individual Employer under the provisions of a Collective Bargaining Agreement;
- The payment made or to be made to the Fund by any employee pursuant to rules adopted by the Board of Trustees;
- A payment made to the Fund by an individual employer on behalf of Supervisors, Superintendents or other employees pursuant to rules adopted by the Board of Trustees;
- A payment made on behalf of an employee of the Union or Employee Benefit Plan.

Dependent

A Participant's spouse, any child of the Participant or the Participant's spouse who is a minor or a student (within the meaning of Section 151(e)(4) of the Code), any other minor child residing with the Participant, and any other individual who the Trustees, relying on information furnished to them by a Participant, in good faith believe is a person described in Section 152(a) of the Code.

Disability Benefit

The disability benefit payable under the Plan.

Employee

- Any employee of an Individual Employer with respect to whose employment the Employer is required to make contributions into the Fund; and
- Subject to the approval of the Trustees and such additional conditions as may be prescribed by the Trustees:
 - (1) Employees of the Union, or Employee Benefit Plan for whom contributions are made to the Fund;
 - (2) Supervisors or Superintendents who are employed by an individual Employer and who are members of the Union but who are not working in a category of work covered by a Collective Bargaining Agreement for whom contributions are made to the Fund, but not including owners, officers, and directors of an Individual Employer, and not including other persons who directly or indirectly control the operations of an Individual Employer;
 - (3) Other employees (exclusive of self-employed persons) for whom contributions are made to the Fund.

Employee Benefit Plan

Any Employee Benefit Plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, in which the Union is a participant.

Employer or Individual Employer

Any individual employer (including any individual, partnership, corporation, contractor, joint venture, or other entity) who is required by any of the Collective Bargaining Agreements to make contributions to this Fund or who in fact makes one or more contributions to the Fund. The term “Employer” or “Individual Employer” shall also include the Union and the employee benefit plans affiliated with the Union which make contributions to the Fund on behalf of its employees; provided the inclusion of the Union and the employee benefit plans is not a violation of any existing law or regulation.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

Individual Account

The account established for each Employee pursuant to the Plan.

Investment Manager

Any investment advisor, bank, or insurance company appointed by the Trustees in accordance with the provisions of the Trust Agreement:

- Which has the power to manage, acquire or dispose of any asset of the Trust Fund;
- Which is (i) registered as an investment advisor under the Investment Advisors Act of 1940; or (ii) a bank, as defined in that Act or (iii) is an insurance company qualified to perform services described in the preceding bullet under the laws of more than one State; and
- Which has acknowledged in writing that it is a fiduciary, as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974, with respect to the Fund and the Plan maintained thereunder.

Legal Services Benefits

The legal services benefits payable under the Plan.

Life Benefits

The life benefits payable under the Plan.

Medical Expenses

Those medical expenses which are reimbursable under the Plan.

MPFMLA

The Massachusetts Paid Family and Medical Leave Act.

Participant

Any Employee or former Employee with respect to whom an Individual Account is in effect under the Plan.

Sick and Accident Benefits

Those sick and accident benefits payable under the Plan.

Supplemental Unemployment Benefit Fund or Fund

The trust fund created and established by the Trust Agreement.

Supplemental Unemployment Benefit Plan or Plan

The Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534, Supplemental Unemployment Benefit Plan created pursuant to the Collective Bargaining Agreements and the Trust Agreement and any modification, amendment, extension or renewal of said Plan.

Supplemental Unemployment Compensation Benefit

The weekly supplemental unemployment benefit payable under the Plan.

Trust Agreement

The Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534 Supplemental Unemployment Benefits Fund Agreement and Declaration of Trust dated September 30, 2002 and any modification, amendment, extension or renewal thereof.

Trustee

Any person designated as Trustee pursuant to the Trust Agreement.

Union

The Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534.

Vacation Benefit

The vacation benefit payable under the Plan.