

**Roofers Local 149
Defined Contribution Pension Fund Plan**

Effective June 1, 2021

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ARTICLE 1 – DEFINITIONS

Association means the Southeastern Michigan Roofing Contractors Association, Inc.

Beneficiary means:

- (1) If married, the Participant's Spouse, or such other person for whom the Spouse consents in writing to be designated as the Beneficiary in lieu of the Spouse, provided such election designates a beneficiary which may not be changed without Spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the spouse), and the Spouse's consent acknowledges the effect of such election and is witnessed by a plan representative or a notary public (however, such consent is not required where, as allowed by the Internal Revenue Code, the Spouse cannot be located, the Participant is legally separated from the Spouse, the Participant has been abandoned by the Spouse, or because of such other circumstances as the Secretary may by regulations prescribe.)
- (2) If single, the person designated as his/her beneficiary by the Participant. If no beneficiary designation is made or if the designated beneficiary predeceases the Participant, Beneficiary shall mean, in the following order, the Participant's living: (1) children under age 19; (2) children over age 19; (3) parents; or (4) brothers and sisters. In the event there are no such persons, the beneficiary shall be an individual(s) that is a beneficiary of the Participant's estate, to be distributed and apportioned under applicable estate law.
- (3) Upon divorce, an ex-spouse shall only be a Beneficiary if designated as such subsequent to the divorce.

Collective Bargaining Agreement means a collective bargaining agreement between the Association and Union.

Contributions means the payments made or required to be made to the Fund by an Employer. Contributions become vested Plan assets at the time they become due and owing to the Fund. An Employer shall have no right, title or interest in Contributions owing to or made to the Fund. Title to all Contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees.

Covered Employment means employment covered by the Collective Bargaining Agreement for which Contributions are made to the Fund, or work performed by an Employee on whose behalf Contributions are made to the Fund under a written agreement with the Fund.

Employee means any person on whose account an Employer is, or has been, required to make Contributions to the Fund, or who is eligible for benefits as provided by the Plan. The "alumni rule" as set forth in Treasury Regulation §1.410(b)-6(d)(2)(ii) is adopted for the purpose of defining a "collectively bargained employee" under the Internal Revenue Code.

Employer means:

- (a) any signatory to the Collective Bargaining Agreement or any member of the Association who has assigned collective bargaining rights to the Association with respect to the Union; or
- (b) any other company, person, or entity obliged by a participation agreement or other written agreement acceptable to the Trustees to make Contributions to the Fund.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Fund or Trust Fund means the fund established by this Trust Agreement, i.e. the Roofers Local 149 Defined Contribution Pension Fund, and the entire assets thereof, including all Contributions, dividends, interest, refunds and other sums payable to the Fund on account of any contract or agreement, all investments (including accumulated income, increments, earnings and profits attributable to such investments) held by the Fund, any assets transferred to the Fund, and any and all other property or funds rightfully belonging to the Fund.

Hour of Service means each hour for which an Employee is paid, or entitled to payment, by an Employer, for the performance or non-performance of service as well as for each hour for which back pay, irrespective of mitigation of damages, is awarded or is agreed to by an Employer. Such hours shall be credited to the computation period in which the services were performed or to which the award or agreement pertains in accordance with D.O.L. regulation 2530.200b-2.

Individual Account means the account established for each Employee, pursuant to Article 4 of the Plan.

Normal Retirement Age means age 65.

Participant means a person who has a Contribution made on his behalf to this Fund and who has satisfied the participation requirements of Section 2.3.

Plan means the Roofers Local 149 Defined Contribution Pension Fund Plan, as set forth in this document. The Plan is a defined contribution profit sharing plan as defined in the Internal Revenue Code and related regulations.

Plan Year means the period from June 1 to the following May 31.

Qualified Domestic Relations Order means a domestic relations order which has been reviewed by the Plan and determined to be a qualified order as defined in Section 203(d) of ERISA. Any benefits payable to an alternate payee under a Qualified Domestic Relations Order will reduce any benefits payable to a Participant, Spouse, or Beneficiary under this Plan.

Required Beginning Date means the later of April 1 of the calendar year following the calendar year in which the Participant attains age 72 or April 1 of the calendar year in which the Participant retires (this latter date, however, does not apply to any Participant who is a 5% owner).

Participant retires (this latter date, however, does not apply to any Participant who is a 5% owner).

Retires or Retired or Retirement means the complete cessation of Covered Employment.

Retirement Date means the date the Participant commences benefits.

Spouse means the person married to the Participant on the earlier of the Participant's Retirement Date or the date of the Participant's death.

Trustee means any natural person appointed as such by the Union or the Association pursuant to the terms of the Trust Agreement.

Trust or Trust Agreement means the Agreement and Declaration of Trust of the Roofers Local 149 Defined Contribution Pension Fund.

Union means United Union of Roofers, Waterproofers and Allied Workers Local No. 149.

Valuation Date means May 31 of each Plan Year.

ARTICLE 2 - CONTRIBUTIONS AND PARTICIPATION

2.1 Employer Contributions

Each Employer will contribute on behalf of each Employee for whom Contributions are required to be made to the Fund pursuant to the terms of a collective bargaining agreement, participation agreement, or any other written document requiring Contributions.

2.2 Employee Contributions

No Contributions are permitted by Employees.

2.3 Participation

Upon completion of one Hour of Service after the effective date of this Plan, an Employee shall become a Participant in the Plan.

2.4 Termination of Participation

An Employee is no longer a Participant in the Plan on the date on which final payment of his or her Individual Account balance has been made.

2.5 Rollover Contributions

An Employee who is a Participant may make a direct rollover contribution of cash to the Plan from a qualified plan described in Code Section 401(a), other than nondeductible employee contributions, provided:

- (a) The rollover contribution is being made from a 401(a) qualified plan sponsored by an entity associated with the United Union of Roofers, Waterproofers and Allied Workers; and
- (b) The Employee certifies that such a rollover contribution is a non-periodic distribution from a qualified retirement plan and that no portion of the rollover contribution is from any portion of a designated Roth account or an amount required to be distributed under Internal Revenue Code Section 401(a)(9) (required minimum distribution); and
- (c) A copy of the distributing plan's most recent letter of determination issued by the Internal Revenue Service regarding its tax-qualified status is provided to the Plan Administrator.

Notwithstanding, a rollover contribution may be made to the Plan before an employee would otherwise qualify for participation in the Plan (such an employee must satisfy the eligibility requirements contained in the Plan to otherwise accrue any other benefits provided under the Plan).

Rollover contributions made by an Employee shall be credited to his Individual Account and the part of his Individual Account resulting from a rollover contribution is 100% vested and non-forfeitable at all times.

If it is later determined that all or part of a rollover contribution was ineligible to be contributed to the Plan, the Plan Administrator shall direct that any ineligible amounts, plus earnings or losses attributable thereto, be distributed from the Plan to the Employee as soon as administratively feasible.

ARTICLE 3 – INVESTMENTS

The Plan is Trustee-directed. The Board of Trustees will invest the assets of the Plan in their discretion.

ARTICLE 4 - INDIVIDUAL ACCOUNTS

4.1 Establishment of Accounts

An Individual Account will be established for each Participant when Contributions are received by the Fund on his/her behalf. Contributions are allocated to an Individual Account when they are actually received by the Fund. The maintenance of Individual Accounts is for recordkeeping purposes and segregation of the assets of the Trust to each Individual Account shall not be required until such time as the Plan becomes Participant directed.

Contributions are made on a monthly basis as required by the Collective Bargaining Agreement or other written agreement acceptable to the Trustees requiring Contributions to the Fund. If an Employer makes all of the required Contributions in a month, the Contributions are allocated to the Participants on whose behalf they are made. If an

Employer does not pay all Contributions owed in any given month, the Employer's delinquency is allocated proportionally among the Employees on whose behalf Contributions were owed for that month.

4.2 Valuation

As of each Valuation Date, the value of all monies, securities and other property in the Trust Fund shall be appraised by the Trustees at the then fair market value.

As soon as practical after each Valuation Date, the Fund will determine the amount in each Individual Account as of the Valuation Date. Each Account will be allocated that portion of the investment gain or loss which bears the same ratio as the Individual Account's beginning balance for the Plan Year plus contributions, considered on a time-weighted basis, bears to the aggregate of all Individual Accounts beginning balance for the Plan Year plus contributions, considered on a time-weighted basis.

A Monthly Valuation will also occur for distributions occurring prior to the Valuation Date. The Fund's Administrator will determine the amount in the Individual Account as of the first date of the month. The account will be allocated a portion of investment gain or loss using the following calculation using the most recent financial statements available:

$$\begin{aligned} & (\text{Year to Date Investment Income} + \text{Liquidated Damages} + \\ & \text{Litigation Settlements}) - (\text{Year to Date Operational Expenses}) = \\ & \text{Net Income} \end{aligned}$$

$$\text{Net Income/ Fund Equity} = \text{Net Gain/Loss Percentage}$$

The fact that Individual Accounts are established and valued as of each Valuation Date does not give any Participant or others any right, title or interest in the Fund or its assets, or in a Participant's Individual Account, except at the time or times, and upon the terms and conditions provided in this Plan, or as required by law.

In no event and at no time will the total amount in all Individual Accounts at any Valuation Date exceed the total net assets of the Fund. The Trustees may, at any time, uniformly reduce the amount in each Individual Account if financial circumstances so require, as determined by the Trustees in their sole and absolute discretion. If such an event should occur, then all Individual Accounts will automatically be proportionately reduced so that the total of all Individual Accounts does not exceed the net assets of the Fund.

4.3 Fees and Charges

The Trustees may assess reasonable administrative fees, in an amount and frequency to be established in the sole discretion of the Trustees, against each Individual Account to pay operating expenses of the Fund. Administrative fees will be deducted in accordance with the method of accounting adopted by the Fund's Administrative Manager.

Those Individual Accounts which total less than the administrative charge as of the Valuation Date will be reduced to zero, and the resulting difference of such Individual Account will be added to the administrative expenses and distributed uniformly over the remaining Individual Accounts.

4.4 Termination of Accounts

An Individual Account will be considered terminated as of the date on which final payment of the Individual Account is made.

4.5 Statements

Each Participant who has an Individual Account will receive a statement of his or her Individual Account as required by ERISA §105(a)(1)(A)(i) and (ii), as applicable.

ARTICLE 5 - BENEFITS AND ELIGIBILITY

5.1 Payment of Benefits

Subject to the provisions of Article 5, the Participant's Individual Account, determined in accordance with Article 4, will be paid upon the Participant's Retirement, Break in Service, Disability, or Death.

Under no circumstances, will any distributions occur from this Plan regardless if a Participant meets the requirements of Article 5, except for Required Minimum distributions pursuant to Section 7.2, until June 1, 2022.

Beginning June 1, 2022, a Participant that previously met the requirements of Article 5, including submitting an Application pursuant to Section 5.6, may take a distribution and the Participant's Individual Account will be determined in accordance with Article 4 as of such date.

5.2 Retirement

A Participant at least age 55 may receive a distribution of his/her Individual Account upon Retirement.

5.3 Break in Service

A Participant may receive a distribution of his/her Individual Account upon a Break in Service. A Break in Service occurs if no Contributions are received by the Fund on behalf of a Participant for a period of 36 consecutive months.

5.4 Disability

A Participant may receive a distribution of his/her Individual Account upon becoming disabled. For purposes of this section, a Participant shall be considered to be disabled if he or she is approved for a disability benefit under the Federal Social Security Act. Proof

of disability must be furnished in a form and manner acceptable to the Trustees, which may include an independent medical examination. The final determination of whether a Participant has a Disability shall be made by the Trustees in their sole discretion.

5.5 Death

If a Participant dies before he/she has taken a distribution of his/her Individual Account, his Individual Account will be paid to his Beneficiary.

5.6 Application and Distribution

- (a) Except as required by law, as a condition for payment of any benefit from the Plan, an application for the benefit must be made in writing in the form and manner required by the Trustees. An application may be withdrawn at any time before payment is made.
- (b) Upon application received and approved by the Fund Office, distribution of an Individual Account shall be made in one lump sum payment. The distribution will be made on the date specified by the Participant or, if later, as soon as administratively reasonable and practical.
- (c) If the value of a Participant's Individual Account does not exceed \$5,000, the Trustees shall immediately distribute such benefit in a single lump sum without such Participant's consent when the Participant incurs a Break in Service. In the event such distribution is greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution as a direct payment, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

5.7 Vesting

Each Participant shall at all times be immediately and fully vested and shall have a non-forfeitable right to the balance in his Individual Account, as properly and correctly valued from time to time under the provisions of this Plan and subject to the payment provisions of the Plan.

ARTICLE 6 – MILITARY SERVICE

Contributions, benefits and service credits with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

The following procedures shall be used to implement Section 414(u) of the Internal Revenue Code:

Notification. Prior to entering military service (i.e. service covered under the Uniformed Services Employment and Reemployment Act), a Participant is required to provide advance written or verbal notice to his employer unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.

Disclosure Requirement. Upon application for re-employment, a Participant shall be required to provide documentation to establish the timeliness of his application for re-employment (a copy of the Participant's discharge papers shall be sufficient).

Crediting Military Service. To determine the number of hours to be credited for military service, the Board of Trustees shall review the Participant's work history during a period equal to at least two times the amount of time spent in military service.

Allocation of Liability. Contributions will be deposited into the individual account of each Participant who served in the military and satisfied the re-employment requirements. These contributions will be considered a Plan expense and subtracted from investment earnings before such earnings are allocated to Individual Accounts.

Service and Discharge. Credit will be given under this section only if service is for no more than 5 years, unless extended at the government's request, and the Participant is discharged under honorable conditions,

A Participant will only be entitled to the benefits of this section if he/she returns to Covered Employment under the Collective Bargaining Agreement within the following time frames: (1) for uniformed service of less than 31 days, by the next work day after the end of service plus eight hours, or as soon as possible after the end of the eight-hour period if reporting earlier is impossible through no fault of the Participant; (2) for service of more than 30 days but less than 181 days, within 14 days of completing the service, or the next full calendar day if returning earlier is impossible through no fault of the Participant; or (3) for service of more than 180 days, within 90 days after completion of the service.

Notwithstanding the foregoing, the beneficiary of a Participant on a leave of absence to perform military service with reemployment rights under Section 414(u) of the Internal Revenue Code shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an active Participant in accordance with Section 401(a)(37) of the Internal Revenue Code.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Time of Distribution

Unless a Participant otherwise elects as provided in the Plan, distribution of a Participant's Individual Account shall commence no later than the 60th day after the close of the Plan Year in which occurs the latest of the following events:

- (a) the Participant attains Normal Retirement Age,

- (b) the tenth anniversary of the year in which the Participant commenced participation in the Plan, or
- (c) the Participant terminates service with the Employer.

7.2 Required Distribution

Notwithstanding any provision of the Plan to the contrary, the Account of a Participant must be distributed or commence to be distributed no later than April 1 of the calendar year following the calendar year in which the Participant attains age 72 provided, however, that a Participant (other than a 5% owner) who has not retired by the end of the calendar year in which he attains age 72 may elect to delay commencement of benefit distributions until no later than April 1 of the calendar year in which the Participant retires.

7.3 Minimum Distribution Requirements

- (a) This section sets for the minimum distribution requirements.
- (b) The requirements of this Section will take precedence over any inconsistent provisions of the Plan.
- (c) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.
- (d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to Section 242(b)(2) of TEFRA.
- (e) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (f) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.

- (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (f), other than paragraph (f)(1), will apply as if the surviving spouse were the Participant.

For purposes of this paragraph (f) and paragraphs (j) and (k), unless paragraph (f)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (f)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (f)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (f)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (g) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with paragraphs (h)(i)(j) and (k) below. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.
- (h) **Amount of Required Minimum Distribution For Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using

the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

- (i) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under paragraph (h) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.
- (j) Death On or After Distribution Begin.
 - (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:
 - (A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (B) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (C) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life

expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

- (k) Death Before Date Distributions Begin.
 - (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in paragraph (j).
 - (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (f)(1), this paragraph (k) will apply as if the surviving spouse were the Participant.
- (l) Designated beneficiary means the individual who is designated as the Beneficiary as defined in Article 1 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (m) Distribution calendar year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under paragraph (f). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
- (n) Life expectancy means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

- (o) Participant's account balance means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of the dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (p) Required beginning date means the date specified in Section 7.2 of the Plan.

7.4 Eligible Rollover Distribution

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) **Eligible Rollover Distribution:** Any distribution of all or any portion of the benefit to the Distributee, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee and the Distributee's designated beneficiary; or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); any distribution that is a hardship distribution; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (b) **Eligible Retirement Plan:** An individual retirement account under IRC §408(a), Code, an individual retirement annuity under IRC §408(b), an annuity plan under IRC §403(a), a qualified trust under IRC §401(a), a Roth IRA, an annuity under IRC §403(b), or a governmental plan under IRC §457(b), that accepts the Distributee's Eligible Rollover Distribution. For a designated nonspouse beneficiary, an Eligible Retirement Plan is an inherited IRA under IRC §408(d)(3)(C).
- (c) **Distributee:** An Employee or former Employee, the Employee's or former Employee's spouse or surviving spouse, or a former spouse who is the alternate payee under a Qualified Domestic Relations Order are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes an eligible designated nonspouse beneficiary.

- (d) Direct Rollover: Payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

7.5 Maximum Annual Additions

- (a) Contributions to a Participant's Individual Account shall be adjusted or curtailed in any Plan Year, if required, to ensure compliance with Section 415 of the Internal Revenue Code.
- (b) Annual Additions to a Participant's Individual Account will not exceed the lesser of:
 - (1) 100% of the Participant's compensation within the meaning of IRC §415(c)(3); or
 - (2) \$40,000, as adjusted for increases in the cost of living under IRC §415(d).

For purposes of this section, payments made by the later of 2 ½ months after severance from employment or the end of the limitation year that includes the date of severance from employment are included in compensation for the limitation year if, absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer are regular compensation for service during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

- (c) For purposes of paragraph (b), Annual Additions are employer contributions, forfeitures, and employee contributions (if any), per IRC §415(c)(2) and corresponding regulations.
- (d) All defined contribution plans maintained by an Employer will be aggregated for the purposes of determining the maximum Annual Additions.
- (e) For limitation years beginning on or after July 1, 2007, the Employee Plans Compliance Resolution System (EPCRS) must be utilized if Employer Contributions required to be made on behalf of a Participant, plus other additions to a Participant's Individual Account, exceed the Maximum Annual Addition.

This section shall be interpreted consistently with IRC 415 and its corresponding regulations, including the IRC 415 definition of compensation and any amendments and/or corresponding regulations thereto, including those made pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act).

7.6 Information and Proof

At the request of the Trustees, a Participant or Beneficiary must provide any evidence reasonably required for the administration of the Plan or to enable the Trustees to make a determination of any matter that the Trustees may have before them. The Trustees will determine in their sole discretion what information will be necessary to make any such determination. Failure to furnish information requested on a timely basis, and in good faith, will be sufficient reason for the denial of benefits to a Participant or Beneficiary.

7.7 Designation of Beneficiary

A Participant may designate a Beneficiary on a form provided by the Trustees and delivered to the Trustees before death. A Participant may change his or her Beneficiary (without the consent of a non-Spouse Beneficiary) in the same manner.

7.8 Incompetence or Incapacity

If it is determined to the satisfaction of the Trustees that any Participant or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any benefit due the Participant or Beneficiary may be paid, in the discretion of the Trustees, for the maintenance and support of the Participant or Beneficiary; or to a legal guardian, committee, or other legal representative. Any such payment will be made in the sole discretion of the Trustees and completely discharge the Trustees' liability with respect to the benefit.

7.9 Anti-Alienation of Benefits

No Participant or Beneficiary under this Plan will have the right to assign, alienate, transfer, sell, mortgage, encumber, pledge, or anticipate any payments. Payments will not in any way be subject to any legal process to levy, execution upon, or attachment or garnishment proceeding for the payment of any claim against the Participant or Beneficiary. Payments will not be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law, or otherwise. Notwithstanding, a Participant's benefits may be alienated pursuant to QDRO, if required by a federal tax levy, or under IRC section 401(a)(13)(C) pertaining to criminal or civil judgments, consent decrees, and settlement agreements offset pension benefits when the Participant committed fiduciary violations or crimes against the Plan.

7.10 Severability

In the event that any provision of this Plan is determined to be invalid by decision, act, or regulation of a duly constituted body or authority this will not nullify any of the other provision of the Plan.

7.11 Merger

In the event of any merger or consolidation with, or transfer of assets or liabilities to any other Plan, the amount which a Participant would receive upon a termination of the Plan immediately after such merger, consolidation or transfer will be no less than the amount he would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had been terminated.

7.12 Payments to Minors

If benefits from this Fund are payable to a minor, the Trustees may pay the benefits due to the person who has been appointed to be the minor's legal conservator. Payment to the conservator will discharge the Trustees from any liability to the minor or anyone representing his or her interests. No payment will be made under this Section to a government agency.

7.13 Abandoned Benefits

Benefits not claimed within 5 years after distribution became mandatory are considered abandoned and the Trustees can take any action allowed by law to dispose of such property.

7.14 Gender and Number

The use of any word in this Plan in the masculine gender is also intended to be in the feminine gender, and vice versa, where appropriate. The use of any word in this Plan in the singular is also intended to be in the plural, and vice versa, where appropriate.

7.15 Qualified Domestic Relations Order Distribution

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any alternate payee under a Qualified Domestic Relations Order. Furthermore, a distribution to an alternate payee shall be permitted if such distribution is authorized by a Qualified Domestic Relations Order, even if the affected Participant has not separated from service and/or reached the earliest retirement age.

ARTICLE 8 - CLAIMS AND APPEAL PROCEDURE

8.1 Timing and Notification of Benefit Determination

(a) Retirement Benefits

Claims for benefits under the Plan may be filed in writing with the Trustees. Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed.

This period may be extended by the Fund for up to 90 days, if special circumstances require an extension of the time for processing the claim. In such case, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination.

(b) Disability Benefits

A claim for disability benefits includes initial claims for disability benefits or rescission of coverage of a disability benefit.

In the case of a claim for disability benefits, the Fund Office shall notify the claimant, in accordance with this Section of the Fund's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Fund Office.

This period may be extended by the Fund for up to 30 days, provided that the Fund Office both determines that such an extension is necessary due to matters beyond the control of the Fund and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Fund Office notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any extension under this provision, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

(c) Extension of Deadlines

The Plan will disregard the period from March 1, 2020, until the earlier of: (1) 1 year from the date a Participant or Beneficiary becomes eligible for an extended deadline or (2) 60 days after the announced end of the National Emergency or such other date announced by the applicable federal agency (the "Outbreak Period.") for all participants and dependents in determining the periods and dates relating to the date within which individual may file a benefit claim

8.2 Manner and Content of Notification of Benefit Determination

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination (i.e. denial of claim).

Before the Fund can issue a benefit denial based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Fund (or at the direction of the Fund) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the benefit denial is required to be provided, above, to give the Claimant a reasonable opportunity to respond prior to that date.

Before the Fund can issue a benefit denial based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of the benefit denial is required to be provided, to give the claimant a reasonable opportunity to respond prior to that date.

The notification shall set forth, in a manner calculated to be understood by the claimant –

- (a) The specific reason or reasons for the adverse determination;
- (b) Reference to the specific plan provisions on which the determination is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Fund's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- (e) The internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; or, if applicable, a statement that such rule or similar guideline does not exist;

With respect to an adverse benefit determination involving disability benefits, the adverse benefit determination must also include the following:

- (a) An explanation of the basis for disagreeing with any of the following:

- (1) The health care professionals that treated the Claimant;
 - (2) The advice of the health professional obtained by the Plan; or
 - (3) A disability determination from the Social Security Administration.
- (b) A statement that the Claimant is entitled to receive, free of charge and upon request, reasonable access to copies of all documents, records, and other information relevant to the Claimant's claim for benefits.
- (c) If the adverse benefit determination was based on medical necessity or experimental treatment, the denial must include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claim or statement or a statement that such explanation will be provided free of charge upon request.
- (d) The adverse benefit determination must be in a culturally and linguistically appropriate manner.

8.3 Appeal of Adverse Benefit Determination

- (a) Appeals must be forwarded to and received by the Fund Office within 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination (i.e. denial of claim). As part of any such appeal, a claimant may submit written comments, documents, records, and other information relating to the claim for benefits.
- (b) A claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.
- (c) Upon appeal, the Trustees will review all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (d) If the appeal is a denial of disability benefits:
- (1) A review on appeal will not afford deference to the initial denial and an individual who made the initial denial, or a subordinate of such individual will not decide an appeal.
 - (2) In deciding an appeal of a benefit based on medical judgment, the fiduciary deciding the appeal shall consult with a health care professional who has appropriate training in the field of medicine involved (and who was not involved in reviewing the initial claim);

- (3) A plan must provide for the identification of any medical or vocational experts whose advice was obtained by the plan in connection with the initial denial, regardless of whether the advice was relied upon.
- (e) The Plan will disregard the Outbreak Period for all participants and dependents in determining the period and dates in which claimants may file an appeal of adverse benefit determination.

8.4 Trustees Decision on Appeal

(a) Timing of Decision

The Trustees shall make a benefit determination on appeal no later than the date of the board meeting that immediately follows the Fund Office's receipt of an appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such case, the benefit determination may be made no later than the date of the second board meeting following the Fund Office's receipt of the request for review.

If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third board meeting following the Fund Office's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Fund Office shall notify the claimant of its decision on appeal but not later than 5 days after the benefit determination is made.

(b) Manner and Content of Notification of Trustees Notice of Decision on Appeal

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the claimant –

- (1) The specific reason or reasons for the adverse determination;
- (2) Reference to the specific plan provisions on which the determination is based;
- (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (4) A statement of the claimant's right to bring a civil action under section 502(a) of ERISA;

- (5) A statement describing any contractual limitation period that applies to the Claimant's right to bring an action under ERISA §502(a) and the calendar date on which such contractual limitation expires;
- (6) The internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse determination; a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; or, if applicable, a statement that such rule or similar guideline does not exist; and
- (7) 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."

Before the Fund can issue a notice of decision on appeal with respect to disability benefits based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Fund (or at the direction of the Fund) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date.

Before the Fund can a notice of decision on appeal with respect to disability benefits based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date.

With respect to a notice of decision on appeal involving disability benefits, the notice of decision on appeal must also include the following:

- (1) An explanation of the basis for disagreeing with any of the following:
 - (i) The health care professionals that treated the Claimant;
 - (ii) The advice of the health professional obtained by the Plan; or
 - (iii) A disability determination from the Social Security Administration.
- (2) A statement that the Claimant is entitled to receive, free of charge and upon request, reasonable access to copies of all documents, records, and other information relevant to the Claimant's claim for benefits.

- (3) The adverse benefit determination must be in a culturally and linguistically appropriate manner.

8.5 Discretion of Trustees

The Trustees have full discretionary authority to determine eligibility for benefits, interpret plan documents, and determine the amount of benefits due. Their decision, if not in conflict with any applicable law or government regulation, shall be final and conclusive.

8.6 Timely Submission of Appeals

All appeals must be timely submitted. A participant or dependent who does not timely submit an appeal waives his/her right to have the benefit denial further reviewed by the Fund or in a court of law.

8.7 Limitations of Actions

No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the Notice of Decision on Appeal.

8.8 Avoiding Conflicts of Interest

The Fund must ensure that all claims and appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

8.9 Failure to Follow Claims Procedures

If the Plan fails to adhere to all of the requirements in this Article 9 with respect to a claim, the Claimant is deemed to have exhausted the internal claims and appeals process. The Claimant is also entitled to pursue any available remedies under Section 502(a) of ERISA, or under State law, as applicable, on the basis that the Plan has failed to provide a reasonable internal claims and appeals process that would yield a decision on the merits of the claim.

In addition to the above, if the Plan fails to strictly adhere to all procedures with respect to a claim for disability benefits and the Claimant chooses to pursue available remedies under ERISA §502(a), the claim is deemed denied on review without the exercise of discretion by the Trustees.

Notwithstanding, the internal claims and appeals process will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to the Claimant so long as the Plan demonstrates that the violation was for good

cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant.

The Claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted.

If an external reviewer or a court rejects the Claimant's request for immediate review on the basis that the Plan met the standards for the exception to the deemed exhaustion rule, the Claimant has the right to resubmit and pursue the internal appeal of the claim. In such a case, within a reasonable time after the external reviewer or court rejects the claim for immediate review (not to exceed 10 days), the Plan shall provide the Claimant with the notice of the opportunity to resubmit and pursue the internal appeal of the claim. Time periods for re-filing the claim shall begin to run upon Claimant's receipt of such notice.

ARTICLE 9 - OVERPAYMENTS

The Fund has the right to recover from any Participant, Retiree, Spouse, Surviving Spouse, Beneficiary, or other payee any amounts paid by the Fund which were not properly owing under the terms of the Plan, whether such amounts were paid by mistake, fraud, or any other reason. The Fund has the right to pursue the payee (including the Participant/Retiree and his/her Spouse and his/her other payee jointly and severally), for the full amount due and owing under this provision. At the Fund's sole option, it may enforce this provision by offsetting future benefits, or crediting Contributions received against the debt owed the Fund under this provision, until the amount owed has been recovered.

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On August 10th, 2021, by their signatures below, the Board of Trustees have approved and adopted this Plan.

UNION TRUSTEES

EMPLOYER TRUSTEES

	
	
	
	