

**TENTH AMENDMENT TO THE ROOFERS LOCAL 149
SECURITY BENEFIT TRUST FUND PLAN DOCUMENT DATED DECEMBER 1, 2013**

WHEREAS, the Trustees of the Roofers Local 149 Security Benefit Trust Fund Plan desire to amend the Plan Document adopted by the Trustees on December 1, 2013 (the "Plan");

WHEREAS, the Plan and Trust authorize the Trustees to amend the Plan from time to time; and

NOW THEREFORE, the Roofers Local 149 Security Benefit Trust Fund Plan Document dated December 1, 2013, is amended as follows effective 6/12/17 :

1. Article 2A, Section 2A.1(h) is amended and restated as follows:

(h) Nonbargaining Unit Employees

Upon approval of the Trustees (as evidenced by the approval and execution of a participation agreement), Nonbargaining Unit Employees of an Employer are eligible for coverage under the Fund under the following terms and conditions:

- (1) The Employer for whom such Nonbargaining Unit Employees work must execute a participation agreement with the Fund.
- (2) The Employer must contribute on behalf of all Nonbargaining Unit Employees of the Employer, including the owner(s), unless any such Nonbargaining Unit Employee has health care coverage ~~through a family member's employer that~~ meets the minimum value standard under the Affordable Care Act (Excluded Employee).
- (3) If an Excluded Employee loses his/her other health coverage, or experiences another qualifying event such as death, marriage, birth of a child or adoption, the Excluded Employee may be enrolled within 30 days of such event. If not enrolled within 30 days of loss of coverage, an Excluded Employee who no longer has other coverage must be enrolled in the next open enrollment period, which is May 1-31 of each year.
- (4) Newly hired Employees are eligible for enrollment in the Fund on the first of the month following 30 days of employment. New employees not enrolled when first eligible must be enrolled in the next open enrollment.
- (35) The Employer must contribute on behalf of each Nonbargaining Unit Employee Contributions for 40 hours per week, 52 weeks of the year, at the prevailing Journeyman hourly fund contribution rate as determined by the Collective Bargaining Agreement which obligates the Employer to contribute to the Fund for other Active Employees.

(64) Coverage under the Plan terminates for Nonbargaining Unit Employees upon earliest of the following events:

- (A) the Employer fails make contributions as required by sec. (35), above;
- (B) the Employer becomes delinquent in contributions for Active Employees for whom it has an obligation to contribute under a Collective Bargaining Agreement;
- (C) participation is otherwise terminated due to the terms of the applicable participation agreement;
- (D) the Plan is amended to eliminate coverage for Nonbargaining Unit Employees; or
- (E) the Office Employee's employment with the Employer is terminated.

COBRA coverage will only be offered upon the termination of coverage due to the events listed in (E), above, or as otherwise required by law. See Article 8 of the Plan Document.

(7) Notwithstanding anything to the contrary, Nonbargaining Unit Employees may not maintain coverage by way of self-payments and are not eligible for weekly disability or retiree coverage.

The Board of Trustees has adopted this Amendment to the Roofers Local 149 Security Benefit Trust Fund Plan Document dated December 1, 2013, on 6/12, 2017.

UNION TRUSTEES

Mark K Peterson

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EMPLOYER TRUSTEES

[Signature]

Brian Cooper

Paul Smith

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