

**ROOFERS' LOCAL NO. 149  
VACATION AND HOLIDAY TRUST FUND  
PLAN DOCUMENT**

**2021**

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**ROOFERS' LOCAL NO. 149 VACATION AND HOLIDAY**  
**TRUST FUND PLAN DOCUMENT**

**WHEREAS**, by a Trust Agreement dated May 1, 1957 (Trust Agreement), the Roofers' Local No. 149 Vacation and Holiday Trust Fund was established;

**WHEREAS**, the Trust provides the Trustees authority to adopt a plan of benefits and amend and/or restate such Plan from time to time;

**NOW THEREFORE**, the Plan is restated as follows effective May 20, 2021:

**ARTICLE I - DEFINITIONS**

**Association** means the Southeastern Michigan Roofing Contractors' Association, Inc.

**Collective Bargaining Agreement** means any contract entered into between the Union and the Association or any Employer or other association under which the Employer has agreed to contribute to the Fund.

**Employee** means any person on whose behalf an Employer is required to make Contributions to the Fund.

**Employer** means

1. a member of the Association who is bound by the terms of a Collective Bargaining Agreement to make Contributions to the Fund;
2. any other employer or other association engaged in work coming within the jurisdiction of the Union who is obliged, by a Collective Bargaining Agreement or other written agreement satisfying the requirements of the National Labor Relations Act, to make Contributions to the Fund;
3. the Union to the extent, and solely to the extent, that it acts in the capacity of an employer of its business representatives or other employees on whose behalf it makes Contributions to the Fund; and
4. the Roofers' Local 149 Apprenticeship Trust Fund, to the extent and solely to the extent that it acts in the capacity of an employer of employees on whose behalf Contributions are made to the Fund.

**Employer Contributions** or **Contributions** means 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 the 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 Fund.

**Fund Office** means the administrator's office, i.e. BeneSys, Inc., 700 Tower Drive, Suite 300, Troy Michigan 48098-2808, (248) 641-4949 or (888) 868-6411.

**Mid-Michigan Participant** means a Participant whose Home Area pursuant to the collective bargaining agreement under which he/she works is Flint.

**Participant** means an Employee who has met the eligibility requirements for participation under the Plan.

**Plan** means this document, as amended from time to time.

**Plan Year** means the period from June 1 through May 31.

**Trust Agreement** or **Trust** means the Revised Agreement and Declaration of Trust of the Roofers' Local No. 149 Vacation and Holiday Trust Fund, as amended from time to time.

**Trustees** means the Trustees as designated pursuant to the terms of the Trust.

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

**Vacation and Holiday Fund** or **Fund** means the Roofers' Local No. 149 Vacation and Holiday Trust Fund as established by the Trust.

## ARTICLE II - CONTRIBUTIONS, ELIGIBILITY, AND PARTICIPATION

- 2.1 Employer Contributions:** Each Employer shall contribute to the Fund on behalf of each Employee as required by the Collective Bargaining Agreement. All Contributions must be made within the time limits prescribed by the Trustees.
- 2.2 Eligibility and Participation:** Any Employee on whose behalf Contributions are required to be made to the Fund shall be eligible to participate.
- 2.3 Payment of Benefits:** Payment of vacation benefits pay shall be made to the Participants, according to his/her election, on a quarterly, semi-annual or annual basis. An Election Form must be completed by the Participant and such election can be changed by submitting a revised Election Form to the Fund Office ten days prior to the scheduled payout. The Vacation-Holiday Benefit payout period will be as follows for Participants electing quarterly payouts:

<u>Quarterly Vacation Contributions/ Benefits for Months of</u>	<u>Month of Payout</u>
June, July and August	October
September, October and November	January
December, January and February	April
March, April and May	July

Semi-Annual Payout shall be made in January and July of each year. Annual Payout shall be made in July of each year.

Notwithstanding the foregoing, Mid-Michigan Participants may only elect to have vacation paid on a semi-annual or annual basis.

- 2.4 Bonus, Dividend, or Interest Earnings Distribution:** Any bonus, dividend, or interest paid shall be at the discretion of the Trustees and shall only be paid to Participants who receive a payout in July of the Plan Year. Such bonus, dividend, or interest shall be paid from the earnings of the Fund in excess of administration and operating costs. The date of such bonus, dividend, or interest distribution, if any, and the factors to be used as the basis for such distribution, shall be determined annually and in the sole discretion of the Trustees.

Notwithstanding the foregoing, no amount shall be payable under this section to Mid-Michigan Participants.

**2.5 Death of a Participant**

- (a) In case of the death of a Participant, all amounts credited to his account shall be paid to his designated beneficiary. If the deceased Participant did not designate a beneficiary, his beneficiary shall be deemed to be the person designated as beneficiary for purposes of the Roofers' Local 149 Security Benefit Trust Fund. Payment of vacation and holiday benefits to a deceased Participant shall be made on the next scheduled distribution date following the date of the Participant's death. However, upon request of the deceased Participant's beneficiaries, executor, or administrator, the Trustees may authorize an immediate distribution of the amount credited to the deceased Participant.
- (b) In the case of a divorce of the Participant who has designated an ex-spouse as his/her beneficiary prior to his/her divorce, such designation shall be deemed revoked as of the date of divorce, unless continued by Court Order or reaffirmed in writing by the Participant after the date of divorce.
- (c) If there is no beneficiary under paragraphs (a) and (b), above, a Participant's beneficiary shall be determined in the following order of preference:
  - 1. Spouse,
  - 2. Children,
  - 3. Parents,
  - 4. Brothers and Sisters, or
  - 5. Estate.

- 2.6 Overpayment of Benefits:** If it is determined that any benefit paid under the Plan should not have been paid for any reason (mistake, fraud, etc.), the Participant, or Beneficiary if applicable, shall promptly return the amount of the overpayment to the Fund. Failure to make repayment shall disqualify the Participant from receiving any

further benefits until such repayment is completed. At the Trustees' sole discretion, this provision may be enforced by offsetting future benefits until the amount owed has been recovered.

### ARTICLE III - APPLICATION OF TRUST FUNDS AND PLAN OF PAYMENT

- 3.1 Allocation:** All Contributions received from Employers shall be credited conditionally to the individual Employee on whose behalf they are made. In no event shall any Employee have the option to receive any payment required to be made to this Fund directly from his Employer, and in no event shall any Employer make any such payment directly to any Employee.
- 3.2 Expenses:** The Trustees may deduct the cost of all necessary and reasonable expenses from the excess of the Fund's assets over the aggregate amount of Vacation Pay distributable to the Participants. Should the excess of the Fund's assets be insufficient to defray such expenses, the Trustees reserve the right to allocate any Fund expenses, either pro-rata or in fixed amounts, against each Participant's benefit amount.

Excess assets of the Fund may be used to "make up" Employer Contributions on behalf of Participants whose Employer has failed to make such Contributions for various reasons, including but not limited to, bankruptcy. Contributions will not be made up for any Participant who has an ownership and/or financial interest in the employer.

### ARTICLE IV - CLAIM AND APPEAL PROCEDURES

- 4.1 Written Request for Review:** If a Participant believes that the Administrator did not pay all vacation benefits to which he or she is entitled, the Participant may send a written request for a review of the benefit determination to the Administrator. This request must be received by the Administrator within 60 days of the contested vacation distribution.
- 4.2 Response to Written Request for Review:** The Administrator will review and respond to any inquiry submitted pursuant to §4.1 within 45 days. If the Administrator denies the claim, in whole or in part, such response must include: the specific reasons for the denial; the specific Plan provision or provisions on which the decision was based; what additional material or information is necessary to complete the claim and the reason why such material or information is necessary; and an explanation of the steps which may be taken if the Participant desires to submit his or her claim for review by the Trustees, including the time limits applicable for doing so and a statement of the Participant's right to bring a civil action under section 502(a) of ERISA following an adverse determination on appeal.
- 4.3 Appeal of Administrator's Decision to Trustees:** If upon receipt of the Administrator's response a Participant is not satisfied with the benefit determination, the Participant has the right to appeal to the Board of Trustees. An appeal is an opportunity for the Participant to submit written comments, documents, and other information related to the benefit denial to the Trustees. The Participant, free of charge and upon request, shall be provided reasonable access to, and copies of, all plan documents, records, and other

information relevant to his/her claim for benefits. The Trustees review on appeal shall take into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The appeal must be in writing and set forth the issues which the Participant wants considered by the Trustees, along with any additional comments the Participant may have. Any appeal must be received by the Trustees no later than 60 days after the Administrator benefit denial, as issued pursuant to §4.2.

- 4.4 Trustees' Binding Determination:** The Trustees shall decide a Participant's appeal at its next regularly scheduled Board meeting, unless the appeal was received within 30 days of such meeting, in which case the appeal shall be decided at the second Board meeting following receipt of the appeal. If special circumstances so warrant, the appeal shall be decided no later than the third Board meeting following receipt of the appeal. The Participant shall be notified of the Trustees' decision on appeal no later than 5 days after the decision is made. Such notification shall include: the specific reason or reasons for the denial; reference to the specific plan provisions on which the denial is based; 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; and a statement describing the Participant's right to bring a civil action under section 502(a) of ERISA.

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.

- 4.5 Timely Submission of Appeals:** All appeals must be timely submitted. A Participant who does not timely submit an appeal waives his/her right to have the benefit claim subsequently reviewed by the Plan or in a court of law.
- 4.6 Limitations of Actions:** No action may be brought if a Claimant has failed to exhaust the claims and appeal procedures set forth herein. 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.

#### ARTICLE V - NON-ALIENATION OF BENEFITS

- 5.1 Payment of Union Dues:** The Participant may assign all or part of his accumulated account balance to the Union for payment of monthly Union dues. Upon receipt of a signed and voluntarily executed Authorization and Assignment Form from the Participant, the Trustees are authorized to remit to the Union that portion of the Participant's accumulated account balance designated for payment of monthly dues.
- 5.2 Non-Alienation of Benefits:** Except as provided in §5.1, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment,

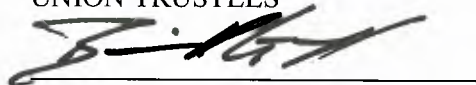
pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit or the Fund shall, in any manner, be liable for, or subject to the debts or liability of any Employee. If an Employee shall attempt to, or shall alienate, sell, transfer, assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of a legal disability of a Participant or his inability to care for his affairs, the Trustees in their discretion, may terminate his interest in any such benefit, and hold or apply it to or for the benefit of such person, his spouse, children or other dependents, or any of them, in such manner as the Trustees may deem proper.

#### ARTICLE VI - MISCELLANEOUS

- 6.1 **Unclaimed Benefits:** Any benefit payable under the plan that is unclaimed for a period of two years from the distribution date shall revert to and become part of the Trust Fund free and discharged from any claim therefor.
- 6.2 **Rights Limited to Those Rights Granted by Plan:** No Participant, Employee, former Employee, retired Employee, beneficiary or any person claiming by or through any such person shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of this Plan, and there shall be no vesting of benefits in any Participant, Employee, former Employee, retired Employee, or beneficiary.
- 6.3 **Construction:** In the construction of the Plan, the masculine shall include the feminine, and the singular, the plural, in all cases where such meanings would be appropriate.
- 6.4 **Effect of Invalidity of Provision:** If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Plan shall be construed and enforced as if such provision had not been included.
- 6.5 **Address:** All Participants have an obligation to keep the Fund Office advised of his/her current address.

This Plan document has been adopted May 20, 2021.

UNION TRUSTEES



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EMPLOYER TRUSTEES

