

Roofers Local 149 Joint Funds

Security Benefit Trust Fund - Pension Fund - Vacation-Holiday Fund

30700 Telegraph Road, Suite 4601 Bingham Center / P.O. Box 3039
Birmingham, Michigan 48012-3039
(248) 645-6411



SUMMARY OF MATERIAL MODIFICATIONS February 21, 2005

Some changes have been made to the Roofers Local 149 Pension Plan ("149 Plan"). Please take a moment to review these changes.

- 1. Merger:** On June 1, 2004, the Roofers Local 192 Pension Fund merged with the Roofers Local 149 Pension Fund. As a result, the 192 Pension Fund no longer exists. This merger does not affect the amount or type of benefit available to former 192 Pension Fund participants or 149 Fund participants. Former participants of the 192 Pension Fund, and new participants whose Home Area pursuant to the collective bargaining agreement is Flint, are now referred to as "Flint Participants" under the terms of the 149 Pension Fund. Participants whose Home Area pursuant to the collective bargaining agreement is Detroit are now referred to as "Detroit Participants" under the terms of the 149 Pension Fund. (If you are receiving this notice, you are a Detroit Participant.)
- 2. Trustees -** The current Trustees of the 149 Plan are:

<u>UNION TRUSTEES</u>	<u>EMPLOYER TRUSTEES</u>
Robert Peterson, Secretary Roofers Local 149 1640 Porter Street Detroit, MI 48216	George Schena, Chairman Schena Roofing 28299 Kehrig Drive Chesterfield Township, MI 48047
Mark Peterson Roofers Local 149 1640 Porter Street Detroit, MI 48216	Charles Rosa Schreiber Corporation 2239 Fenkell, POB 38119 Detroit, MI 48238
Ed Doyle Roofers Local 149 1640 Porter Street Detroit, MI 48216	Karen Colver SMRCA 3560 E. Nine Mile Road Warren, MI 48091
Lee Bruner Roofers Local 149 1640 Porter Street Detroit, MI 48216	Duane Douglas Stephenson & Sons 3368 Associates Drive Burton, MI 48529
Michael Boling 4224 E. Potter Burton, MI 48509	Roger LaDuke P.F. LaDuke & Sons Roofing 13000 Northend Oak Park, MI 48237

3. Disability Retirement Benefits for Detroit Participants

You will be eligible for a disability retirement benefit if you become totally and permanently disabled while you are an active Participant, and have at least ten Years of Credited Service.

If you are an active Participant who becomes totally and permanently disabled and have at least five years of Credited Service, you may request that the Trustees freeze your credits. You will thereafter receive a normal retirement benefit upon reaching age 60, or an early retirement benefit upon reaching age 55, based upon credits "frozen" when you became disabled.

Your disability retirement benefit will become effective the first day of the month following the latest of:

1. The date the Trustees received Proof establishing your disability;
2. The date of your application; or
3. The sixth month of your disability.

Notwithstanding the above, if the Participant receives a social security award, the Trustees may disregard the date of the application when determining the date of the Participant's eligibility.

You shall be considered permanently and totally disabled if you are eligible to receive a disability benefit under the Federal Social Security Act. If you are not eligible for a Social Security Disability Benefit after 18 months of filing for benefits, you may still be entitled to a disability benefit from this Plan if the Trustees find on the basis of medical or similar evidence that:

1. You are totally disabled by bodily injury or disease so as to be prevented from engaging in any further employment as a roofer or from your regular occupation in the roofing industry; and
2. Such disability appears to be permanent and continuous for the remainder of your life; and
3. You are unable to engage in or secure any other employment except for activity at which you earn less than \$800.00 per month (under this provision, you would be required to report any and all earnings to the Trustees in writing within 15 days after the end of each month in which you have had any earnings in employment until such time as you attain age 60); and
4. You continue to pursue the procedures under the Federal Social Security Act to exhaustion/completion and provide proof to the Trustees concerning the status of the application for benefits.

Your disability retirement benefits will be terminated if you do not continue to meet the Plan's disability definition or if you refuse to have a medical examination when requested by the Trustees or fail to submit other proof of your continuing disability.

CLAIMS AND APPEALS

1. Initial Claims for Benefits

Claims for benefits under the Plan may be filed in writing with the Plan Office, 30700 Telegraph Road, Suite 4601, Bingham Farms, Michigan 48025, telephone number (248) 645-6411 or (888) 868-6411. You will be notified of the grant/denial of such claim within 90 days (45 days for disability benefits) after the application is filed. In certain circumstances, upon notification to you, the Fund may take longer than this to decide a claim. In no event, shall this extension of time exceed 90 days (45 days for disability benefits).

2. Appeals of Benefit Denials

Appeals must be received by the Plan Office within 60 days (180 days for appeals involving disability benefits) following receipt of a denial of claim. You may submit any written comments, documents, records, and other information relating to the claim for benefits. You will be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

3. Trustees Decision on Appeal

The Trustees shall decide the appeal no later than the date of the board meeting that immediately follows the Plan 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 Plan 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 Plan Office's receipt of the request for review. You will be notified of any such special circumstances.

The Trustees shall have sole and exclusive discretionary authority to interpret all plan documents, which include the Plan, Trust, Summary Plan Description and any notices. Such discretion includes determining eligibility for participation and benefits, amount of benefits due, to whom benefits are owed, timing of benefit payments, decisions on appeal, and any other issue related to the provision of benefits under this Plan. Any decision of the Trustees shall be binding upon all Participants, beneficiaries, Employers, or any other person having business, or claiming to have business, in relation to this Fund. Any decision of the Trustees shall be final and conclusive.

In the case of any conflict between the terms of this Summary of Material Modifications and the Plan Document, the Plan Document shall control.