

**Rules and Regulations for the Vacation Plan
Provided By
Roofers Union Local 30 Combined Health and Welfare Fund
Restated as of August 15, 2016**

Highlights and General Information

Effective Date: The Roofers Local 30 Vacation Plan was provided by and funded by the Composition Roofers Union Local 30 Combined Vacation Fund from January 1, 1967 to December 31, 2014. On January 1, 2015, the Vacation Fund merged into the Roofers Union Local 30 Combined Health and Welfare Fund. The final form 5500 for the Vacation Fund was filed for the period ending June 30, 2015. This booklet describes the Vacation Plan in operation on January 1, 2015 and thereafter as part of the Welfare Fund.

Administration: The Vacation Plan is administered by the Board of Trustees of the Welfare Fund and/or their contracted third-party designee:

Roofers Union Local 30 Combined Health and
Welfare Plan Administrative Office
P.O. Box 21240
Denver, CO 80221
Telephone (toll-free): (888) 339-9209
Facsimile: (303) 429-1359

Board of Trustees:

Union Trustees	Employer Trustees
Thomas Pedrick Roofers Union Local 30 6447 Torresdale Avenue Philadelphia, PA19135	Richard Harvey Roofing Contractors Association 414 Rector Street Philadelphia, PA19128
Clark Shiley Roofers Union Local 30 6447 Torresdale Avenue Philadelphia, PA19135	David Farragut United States Roofing Corp. 100 East Main Street Norristown, PA19401
Shawn McCullough Roofers Union Local 30 6447 Torresdale Avenue Philadelphia, PA19135	Michael Thomas Thomas Company, Inc. 6587 Delilah Road Egg Harbor Twp, NJ 08234

Legal Process: Service of legal process may be made on the Trustees or the Plan Administrator.

EIN / Plan Number: 23-2258631 / 503

Contributions: The Vacation Plan is funded by employer contributions as specified in a ***collective bargaining agreement*** or a ***participation agreement***. There are three categories of potential employer contributions: ***Vacation Payment*** contributions, ***Holiday Payment*** contributions, and ***McCullough Day Payment*** contributions. This money is held and invested by the Trustees pursuant to a ***trust agreement*** for the purpose of paying benefits specified in these Rules and Regulations. Upon written request to the Plan Administrator, you are entitled to receive information as to whether a particular employer is a ***contributing employer*** and, if so, the employer's address. Additionally, upon written request to the Plan Administrator, you are entitled to receive a copy of the ***collective bargaining agreement*** or ***participation agreement*** under which you are covered and you are entitled to examine the agreement at the Plan Administrator's office.

How the Plan Works

The Vacation Plan provides three types of annual payments including the ***Vacation Payment***, the ***Holiday Payment***, and the ***McCullough Day Payment***. You are eligible for one or all of these payments if the Fund has received contributions on your behalf under a ***collective bargaining agreement*** or ***participation agreement*** specifying contributions towards these payments. Once remitted to the Fund, your contributions are held in your ***account*** within the Fund, subject to investment gain or loss and subject to reasonable and necessary administrative expenses.

Accumulation Periods

Contributions towards the three types of annual payments accumulate on a varying schedule. ***Vacation Payment*** contributions accumulate from January 1 through December 31. ***Holiday Payment*** contributions and ***McCullough Day Payment*** contributions accumulate from September 1 through August 31.

Eligibility

You are eligible to participate in the Vacation Plan if you perform at least 1 hour of work that is covered by a ***collective bargaining agreement*** or a ***participation agreement*** during the respective annual accumulation periods specified above.

Annual Distributions

The Plan automatically will distribute any ***Vacation Payment*** due to you on or about December 1 provided you maintain a valid address with the Fund Office at the time of distribution. The

payment will include contributions received during the prior accumulation period (i.e. January 1 to December 31 of the prior year), adjusted for earnings, losses and/or expenses.

The Plan automatically will distribute any ***Holiday Payment*** due to you provided you maintain a valid address with the Fund Office at the time of distribution. The ***Holiday Payment*** is distributed annually on or about November 5 and includes contributions received during the immediately preceding accumulation period (i.e. September to August 31), adjusted for earnings, losses and/or expenses.

The Plan automatically will distribute any ***McCullough Payment*** due to you provided you maintain a valid address with the Fund Office at the time of distribution. The ***McCullough Payment*** is distributed annually on or about December 19 and includes contributions received during the immediately preceding accumulation period (i.e. September to August 31), adjusted for earnings, losses and/or expenses.

You are responsible for notifying the Plan Administrator if you did not receive any payment due to you under the Plan. The Fund and the Trustees are not responsible for locating any participant who has failed to notify the Plan Administrator in writing of his or her change of address.

You have no right, title, or interest in your ***account*** while it is held in the Fund. You have only the right to a distribution subject to the terms and conditions specified in these Rules and Regulations.

Hardship Distributions

If you experience a hardship, the Trustees may distribute your ***Vacation Payment*** at a time other than the annual distribution (except that no hardship will be paid during the period of December 1 to January 15). To receive a hardship distribution, you must complete and sign the application form designated by the Trustees which form requires your signed, written verification regarding the existence of a hardship.

The Trustees recognize the following as hardships:

- The payment of funeral expenses for your spouse, child, parent, or parent-in-law;
- You contracted to purchase a home, cooperative or condominium apartment which will be your principal place of residence;
- The payment of tuition at an educational institution beyond the high school level for your spouse, child, or other dependent;
- You are three (3) or more months delinquent paying the mortgage for your principal residence, or in the payment of rent for your principal residence;
- You are unemployed because of illness or injury for twelve (12) weeks or more; or

- The payment of delinquent Federal, State, or Real Estate taxes for which official written notice has been received.

A hardship distribution of your ***Vacation Payment*** will be adjusted for earnings, losses and/or expenses.

An application processing fee may apply to your hardship distribution. The Plan Administrator will provide notice of the fee, if any, prior to processing your application.

Hardships are not available with respect to your ***Holiday Payment*** and ***McCullough Day Payment***, if any.

Retirement

All monies due and owing in your ***account*** will be released to you at your retirement date if you retire before an applicable distribution date, adjusted for earnings, losses and/or expenses.

Death

If you die, your designated beneficiary on file with the Welfare Fund will receive the full value of your ***account***, if any, in a lump sum on the December 1st distribution date next succeeding the date of your death.

If you have no surviving designated beneficiary, the full value of your ***account*** will be distributed to your estate on the December 1st distribution date next succeeding the date of your death.

Payments upon death will be adjusted for earnings, losses and/or expenses.

Incapacity

In the event it is determined that you are unable to care for your affairs because of mental or physical incapacity, any distribution due to you may be paid to the legal guardian, committee, or legal representative designated to handle your affairs.

Investment and Valuation of Accounts

All contributions are invested and ***accounts*** share in investment earnings, losses and/or expenses on a pro rata basis as measured during the 12-month period from September 1 to August 31. This pro rata adjustment is then applied to all distributions from the Plan during the 12-month period from November 1 to October 31. Each year the ratio will be recalculated and, in no case shall the Plan's total liabilities exceed the Plan's total assets. If necessary, as determined by the Trustees, accounts may be adjusted at any time to ensure that the Plan remains in a solvent position.

EXAMPLE:

The Plan's overall financial experience during the 12-month period from September 1, 2015 to August 31, 2016, after aggregating all earnings, losses and/or expenses, equals a gain of \$20,000 on assets of \$1,000,000. The average total assets in the Plan during the 12-month period was \$1,000,000. Thus, the pro rata adjustment is 2% (\$20,000/\$1,000,000). Under this example, all distributions made to participants from November 1, 2016 to October 31, 2017 will be increased by 2%.

The next year, the Plan's experience is calculated with respect to the 12-month period ending August 31, 2016. The experience equals a loss of \$31,000 on assets of \$1,020,000. Thus, the pro rata adjustment is negative 3% (-\$31,000/\$1,020,000). All distributions made to participants November 1, 2016 to October 31, 2017 will be reduced by 3%.

Please remember that the numbers used in this example are hypothetical and have been selected only to illustrate the Plan's formula.

Once every 12 months, you may request in writing a report on the balance of your **account** from the Plan Administrator. The balance specified in any such report is subject to adjustment as described in this Section. You may also request in writing the pro rata adjustment factor currently in effect for the current 12-month period.

Even if the Plan has positive experience, you will not be paid any investment earnings if distribution of your **Vacation**, **Holiday** or **McCullough Day** payments are delayed for 90 days or more because you fail to maintain a valid address on file with the Fund Office.

The Trustees may use any investment earnings, in their sole and absolute discretion, to provide participants whose employer failed to make vacation contributions to the Fund on their behalf with all or part of the distributions due to them under these Rules and Regulations.

Any reference to adjustment of accounts for earnings, losses and/or expenses in these Rules and Regulations shall be interpreted to mean adjustment as defined in this paragraph.

Forfeiture

In addition, you will forfeit your right to receive all or any portion of your **account** that remains unclaimed for thirty-six (36) consecutive calendar months from the applicable distribution date. Forfeited benefits will be used by the Trustees, in their sole and absolute discretion, for the purpose of offsetting administrative expenses or providing benefits to Fund participants.

No Assignment of Benefit

You do not have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, or commute any property while it is held in your **account**. In addition, except as otherwise provided by law, property held in your **account** is not subject to any legal process, to levy, to

execution upon, to attachment, to garnishment, to bankruptcy and insolvency proceedings, or to any action by any creditor for payment of any obligation or debt incurred by you.

Exclusive Benefit

No part of the assets of the Fund shall be returned to any *contributing employer* or the *Union* under any circumstances except as is permitted by applicable law.

Taxation

Your *contributing employer* must include vacation contributions on your behalf to the Fund in your gross income.

Your ERISA Rights

Participants have certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended, commonly known as ERISA. ERISA states that, as a participant, you are entitled to:

- Examine, without charge, all governing documents at the Plan Administrator's office and other specified locations. These documents include insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Fund with the U.S. Department of Labor;
- Obtain copies of all governing documents including insurance contracts, collective bargaining agreements, the latest annual report and updated Rules and Regulations upon a written request directed to the Plan Administrator. The Plan Administrator may charge a reasonable amount for the copies;
- Receive a summary of the Fund's annual financial report. The Plan Administrator is legally required to give participants a copy of this summary annual report; and
- Obtain a statement, free of charge, telling you the amount of your account. This statement must be requested in writing and the Plan Administrator is not obligated to provide it more than once a year.

Further, you may not be fired or discriminated against in any way as a means of preventing you from obtaining your vacation distributions or exercising your rights under ERISA.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Fund and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the documents and pay you up to \$110 a day until you receive them – unless you did not receive the materials for reasons beyond the Plan Administrator's control. In addition to defining the rights of participants, ERISA imposes obligations on the people responsible for operating the Benefit. These persons are legally referred to as fiduciaries and must act prudently and in the sole interest of the participants and beneficiaries. If the fiduciaries misuse the Welfare Fund's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department

of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, however, or if the court finds your claim to be frivolous, the court may order you to pay these costs and fees.

If you have any questions about your Vacation Benefit, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Claim and Appeal Procedure

ERISA regulations describe steps that must be taken in cases when a claim for payment is denied, either in whole or in part. A claim might be denied if:

- The **Plan Administrator** determines that you are not entitled to payment; or
- The **Plan Administrator** determines that you are entitled to payment in an amount lower than that which you believe you are entitled.

If your claim is denied, the **Plan Administrator** has to notify you in writing within 90 days after receiving your claim. The notice must contain the following information:

- The specific reason(s) your claim was denied.
- The provisions of these Rule and Regulations that support the denial.
- If your application was incomplete, the additional information needed to complete your claim request and an explanation of why it is needed.
- Information on what you need to do in order to have the claim denial reviewed.
- A statement of claimant's right to bring a civil action under section 502(a) of **ERISA** following an adverse determination on review.

If you do not receive notice on the status of your claim from the **Plan Administrator** within 90 days, or within 180 days if it is a special case (see **Time Extensions**), you can assume your claim has been denied and you may request a review of your denial.

Once the **Plan Administrator** has reviewed your claim and notified you in writing of the denial within the required 90-day period, you may contest the denial. You must submit a written request for a review of that denial within 60 days of the date of the **Plan Administrator's** written notification. In case the **Plan Administrator** does not notify you of the denial within the required 90-day period, your request for review should be submitted immediately after the 90-day period expires.

If you wish, you (or your representative) may review the appropriate governing documents and submit written information supporting your claim to the Board of Trustees.

The Board of Trustees will review your request at their next quarterly meeting immediately following receipt of your request (unless you submitted your request less than 30 days prior to the next quarterly meeting in which case your request will be heard at the following quarterly meeting) and you will receive written notification of a final decision within five (5) days after a meeting at which your request is heard unless the Trustees need additional time (see **Time Extensions**). This notification will:

- Be written in clear, easily understood language;
- Inform you of the decision, the reasons why that decision was made, and the specific provisions from these Rules and Regulations that support it;
- Inform you of your right to receive free of charge upon your request reasonable access to, and copies of, all documents and other information relevant to your claim; and
- State your right to bring an action under section 502(a) of **ERISA**.

If you disagree with the results of the review, you may file suit in federal or state court. If your suit is successful, the court may award you legal costs, including attorneys' fees.

Time Extensions

Under special circumstances, the 90-day initial period for notice of a decision regarding an initial claim for benefits may be extended. Similarly, the Trustees may delay ruling on your request for review until the quarterly meeting following the meeting that immediately followed receipt of your request. You will be informed in writing of any extensions before the end of these initial notification periods. The extension notice will state the special circumstances necessitating the delay and the revised date by which you may expect a decision.

Factual Findings and Rule Interpretations

With respect to any claim or appeal, the Trustees shall be the sole judges of the standard of proof required in any case and factual findings by the Trustees shall be final and binding on the claimant. In this regard, each participant and/or beneficiary making a claim or appeal under these Rules and Regulations shall furnish to the Trustees any information or proof determined by the Trustees or their agent to be reasonably necessary for the administration of the Vacation Benefit or for the determination of any matter before the Trustees or their agent. If a participant and/or beneficiary makes false statements or furnishes fraudulent information in connection with a claim, appeal, or other matter before the Trustees or their agent and such statements or information result in payment of benefits in violation of these Rules and Regulations, then the Trustees may deny, suspend, or discontinue such benefits and shall have the right to recover any benefit payments made, and costs incurred, in reliance on such false statements or fraudulent information.

The Trustees have the sole and exclusive discretion to construe and interpret these Rules and Regulations and make findings of fact and such constructions, interpretations and findings shall be final and binding on the claimant.

Amendment

The Trustees may amend or modify these Rules and Regulations at any time in accordance with the *trust agreement*.

Termination

In the event of termination of this Vacation Plan by the Trustees pursuant to the *trust agreement* or by operation of law, the Trustees shall adjust all participant *accounts* on the day prior to the effective date of the termination. The *accounts* shall be adjusted as described in these Rules and Regulations. On the effective date of termination or shortly thereafter, the Plan Administrator shall distribute to you the assets then remaining in your *account*.

Glossary

ACCOUNT

An individual *account* is maintained for you by the Fund to hold your Vacation Payment contributions, Holiday Payment contributions, or your McCullough Day Payment contributions, if any. Each *account* may be adjusted for earnings or losses on those contributions, and charges for administrative expenses as specified in these Rules and Regulations.

COLLECTIVE BARGAINING AGREEMENT

An agreement between the *Union* and a *contributing employer* which describes the terms and conditions of employment for individuals covered under the agreement, including participation in this Vacation Benefit. A copy of any such agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries.

CONTRIBUTING EMPLOYER

Any company that employs persons covered under a *collective bargaining agreement* or *participation agreement* requiring vacation contributions to the Welfare Fund.

HOLIDAY PAYMENT

An annual distribution of contributions (adjusted for earnings, losses, or expenses) which were expressly designated for the Holiday Payment pursuant to a *collective bargaining agreement* or *participation agreement*.

McCULLOUGH DAY PAYMENT

An annual distribution of contributions (adjusted for earnings, losses, or expenses) which were expressly designated for the McCullough Day Payment pursuant to a *collective bargaining agreement* or *participation agreement*.

PARTICIPATION AGREEMENT

An agreement between a *contributing employer* and the Trustees requiring contributions for employees covered by the agreement. A copy of any such agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries.

TRUST AGREEMENT

An agreement granting beneficial ownership of vacation assets to participants and beneficiaries of this Vacation Benefit pursuant to the terms and conditions set forth herein and legal ownership and administration responsibilities to the Board of Trustees. This Vacation Benefit is part of the Roofers Union Local 30 Combined Health and Welfare Fund and, therefore, the Trust Agreement for that Fund applies to this Vacation Benefit.

UNION

Local Union No. 30 of the United Union of Roofers, Waterproofers, and Allied Workers.

VACATION PAYMENT

An annual distribution of contributions (adjusted for earnings, losses, or expenses) which were expressly designated for the Vacation Payment pursuant to a *collective bargaining agreement* or *participation agreement*.