

ROOFERS UNION LOCAL NO. 70 VACATION BENEFIT TRUST

SUMMARY PLAN DESCRIPTION

SECTION I - INTRODUCTION TO THE TRUST

Roofers Union Local No. 70 (the "Local") maintains a Vacation Benefit Trust for the benefit of its individuals covered by the Local Collective Bargaining Agreement. The trust has been in effect since February 1, 1988. The trust as amended is for the exclusive benefit of eligible individuals and their beneficiaries.

The purpose of this Trust is to reward eligible individuals for service by providing them with vacation benefits.

While you are employed (provided you meet the requirements of participation) the employers covered by the union contract ("Employers") will make monthly contributions for you and other eligible individuals if required by the Collective Bargaining Agreement. During this time, you will be eligible to receive the benefits you are entitled to from the Trust.

This Summary Plan Description is a brief description of the Trust and your rights, obligations, and benefits from it. This Summary Plan Description is not meant to interpret, extend, or change the provisions of the Trust in any way. The provisions of the Trust may only be determined accurately by reading the actual Trust document (which may incorporate this Summary by reference).

A copy of the Trust is on file at the Local's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either the Trust or this Summary Plan Description, you should ask the Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Trust, the Trust will govern.

This Summary contains all information regarding the Trust as of January 1, 2018.

SECTION II - GENERAL INFORMATION ABOUT THE TRUST

There is certain general information which you may need to know about the Trust. This information has been summarized for you in this section.

1. General Trust Information

Roofers Union Local No. 70 Vacation Trust is the name of the Trust.

The Local has assigned Plan Number 501 to the Trust.

The amended and restated provisions of the Trust are effective January 1, 2018.

The Trust's records are maintained on a twelve-month period of time. This is known as the Trust Year. The Trust Year begins on January 1st and ends on December 31st.

The contributions made to the Trust will be held and invested by the Trustee of the Trust.

The Trust will be governed by the laws of the State of Michigan to the extent not pre-empted by Federal law.

2. Sponsor Information

The Sponsor's name, address and identification number are:
Roofers Union Local No. 70
P.O. Box 116
Howell, MI 48844

3. Administrator Information

The name, address and business telephone number of the Trust's Administrator are:

Joint Board of Trustees
P.O. Box 766
Roofers Union Local No. 70
Howell, MI 48844
Phone: 517-548-7941
Fax: 517-548-5936

The Trust's Administrator keeps the records for the Trust and is responsible for the administration of the Trust. The Administrator has discretionary authority to construe the terms of the Trust and make determinations on questions which may affect your eligibility for benefits. The Trust's Administrator will also answer any questions you may have about the Trust.

4. Trustee Information

The Trustee is the Joint Board of Trustees which consists of equal numbers of Employer and Union Trustees. At this time there are four trustees. The individuals serving as Trustees may change from time to time. Contact the Administrator for the names of the current Trustees.

The Board of Trustees shall collectively be referred to as Trustee throughout this Summary Plan Description.

The principal place of business of the Trustee is:

1451 Old Pinckney Road
Howell, MI 48843

The Trustee has been designated to hold and invest Trust assets for the benefit of you and other Trust participants. The trust fund established by the Trustee will be the funding medium used for the accumulation of assets from which benefits will be paid. This Trust is exempt from all creditors of the Local, the employers and the participants.

5. Service of Legal process

The name and address of the Trust's agent for service of legal process are:

Roofers Union Local No. 70 Vacation Trust Board of Trustees
Roofers Union Local No. 70
P.O. Box 766
Howell, MI 48844
Phone: 517-548-7941
Fax: 517-548-5936

Service of legal process may also be made upon the Trustee or Administrator.

6. Terms used throughout the Summary

The following terms are used throughout this Summary and have the following meanings:

“Administrator” means the Board of Trustees of Roofers Union Local No. 70 Vacation Trust.

“Collective Bargaining Agreement” is the contract between a contractor and the Local regarding the conditions of employment of employees covered by the Collective Bargaining Agreement.

“Eligible Individual” means any person who is employed by a contractor in a job covered by a collective bargaining agreement between that contractor and the Local for which contributions to the Trust are required.

“Employer” means any contractor that has a signed contract (collective bargaining agreement) the Local.

“Local” means Roofers Union Local No. 70.

“Participant” means any Eligible Individual who has had contributions made on his or her behalf by Employers.

“Trust” means the Roofers Union Local No. 70 Vacation Trust.

SECTION III - HOW ELIGIBILITY AND HOURS ARE MEASURED

Throughout this Summary reference is made to hours worked for Employers. These hours are very significant under the Trust to determine what benefits an eligible individual is eligible for. Generally you receive credit for an hour worked in accordance with the provisions of the Collective Bargaining Agreement (“CBA”) between Local No. 70 and the Employer.

1. Monthly Contractor Hours Reports.

Each Employer makes monthly contributions to the Vacation Trust based upon hours worked by eligible individuals for the contractor. These monthly reports track the hours of employment of each eligible person. The hours are extremely important since they determine the amount of benefits you are entitled to from the Trust.

2. Current Hourly Rate.

The current contribution rate per hour worked for an Employer during the year is determined by the CBA. This amount is changed periodically in accordance with the provisions of the CBA.

SECTION IV - MAINTENANCE OF ACCOUNTS AND DISTRIBUTIONS OF BENEFITS

1. Maintenance of Accounts

Each Participant has a bookkeeping account maintained in his or her name to which all contributions shall be added and all distributions subtracted. Also, a \$25.00 annual maintenance charge shall be assessed against the account of each Participant on the first day of January in order to help defray the cost of maintaining the Fund.

2. Taxation of distributions

The distributions from the Trust shall constitute wages due to the participants. However all taxes shall be withheld by the Employer prior to remittance to the Trust as provided for in the Collective Bargaining Agreement.

3. Normal Distribution Rules

You may request by May 1st a normal distribution of your vacation which will be made during the first week of June. A distribution of your full balance will be made during first week of December. The amount of your distribution will be based upon the contributions received by the Trust on your behalf. The distribution will be sent to your last known mailing address. A reasonable effort will be made to locate you if any distribution is returned as undeliverable.

4. Additional Distributions

Additional distributions can only be made in the following situations:

1. Additional distributions can be made by debit memo to pay pension loans, any amount owed to the Insurance Trust or Local No. 70 union dues upon payment of any applicable fee. The fees will be disclosed and must be agreed to in writing prior to any transaction being processed.
2. Additional distributions can also be made to pay for MUST Training Fees to the Roofers Union Local No. 70 Apprenticeship Trust. This can include any associated Drug Testing Fees. These distributions will incur a fee that will be disclosed and must be agreed to in writing before any transaction is processed.

5. Special Distributions

Special distributions can be made to any Plan Participant if the following is established to the satisfaction of the Plan Trustees:

1. The Participant or the Participant's spouse is terminally ill, and
2. The existence of the terminal illness is substantiated in writing by a physician that is currently treating the Participant or Participant's spouse ,

6. Payments due on behalf of a Deceased Participant

In the event of the death of any Participant the balance of his or her vacation account will be paid to his or her Designated Beneficiary. If no Designated Beneficiary has been named then the distribution will be made in the following order:

1. The Participant's surviving spouse
2. The Participant's children in equal shares
3. The Participant's parents in equal shares
4. The Participant's siblings in equal shares
5. The Participant's Estate

SECTION V - FORFEITURE OF BENEFITS

If you do not claim your benefit within two years from the date it was distributed, your benefit shall revert to and become part of the Trust Fund.

SECTION VI - CLAIMS BY PARTICIPANTS AND BENEFICIARIES

Unless otherwise required by the Trust, benefits will be paid to participants and their dependents without the necessity of formal claims other than the completion of any necessary forms. You or your beneficiaries, however, may make a request for any Trust benefits to which you may be entitled. Any such request must be made in writing, and it should be made to the Administrator. (See Section II in this Summary entitled "GENERAL INFORMATION ABOUT THE TRUST.")

Your request for Trust benefits shall be considered a claim for Trust benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will furnish you

with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Administrator. The written notice must contain the following information:

- a. the specific reason or reasons for the denial;
- b. specific reference to those Trust provisions on which the denial is based;
- c. a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- d. appropriate information as to the steps to be taken if you or your dependent wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim will be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

The Claims Review Procedure

- a. Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.
- b. YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.
- c. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- d. Your claim for review must be given a full and fair review. If your claim is denied, the administrator must provide you with written notice of this denial within 60 days after the Administrator's receipt of your written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Administrator of your claim for review.
- e. The Administrator's decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Trust provision on which the decision was based.
- f. If the Administrator's decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.
- g. If benefits are provided or administered by a vacation company, vacation service, or other similar organization which is subject to regulation under the vacation laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Administrator.

SECTION VII - STATEMENT OF ERISA RIGHTS

1. Explanation of Your ERISA Rights

As a participant in this Trust you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Trust participants are entitled to:

- a. examine, without charge, all Trust documents, including:
 - i vacation contracts;
 - ii collective bargaining agreements; and
 - iii copies of all document filed by the Trust with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

This examination may take place at the Administrator's office and at other specified employment locations of the Employer. (See Section II in this Summary);

- b. obtain copies of all Trust documents and other Trust information upon written request to the Administrator. The Administrator may make a reasonable charge for the copies;
- c. receive a summary of the Trust's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report;

In addition to creating rights for Trust participants, ERISA imposes duties upon the people who are responsible for the operation of the Trust. The people who operate the Trust, called "fiduciaries" of the Trust, have a duty to do so prudently and in the interest of you and other Trust participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a vacation benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. (See Section VI in this Summary).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Trust 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 Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If the Trust's fiduciaries misuse the Trust'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, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about this statement, or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

SECTION VIII - AMENDMENT AND TERMINATION OF THE TRUST

1. Amendment

The Joint Board of Trustees has the right to amend the Trust at any time. In no event, however, will any amendment authorize or permit any part of the Trust assets to be used for purposes other than the exclusive benefit of participants or their dependents.

2. Termination

The Joint Board of Trustees has the right to terminate the Trust at any time. Upon termination, all amounts in the Trust will be used to pay benefits until exhausted.