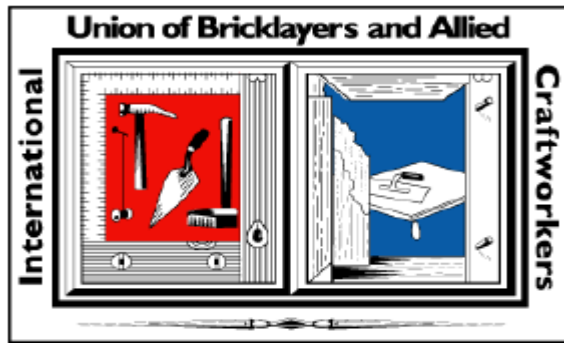


**SUMMARY PLAN DESCRIPTION**  
**FOR**  
**OHIO BRICKLAYERS LOCAL NO. 8 SECURITY PLAN**



**NOVEMBER 2018**

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### I. INTRODUCTION

The purpose of the Plan is to reward eligible Employees for long and loyal service. It may also provide certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of the eligible Employees and their Beneficiaries.

This Plan is designed to supplement benefits provided to you through the pension plan and Social Security. Only after a contribution is made to your account do you participate in its benefits. When you retire, you will be entitled to receive the value of the amounts which have accumulated in your account.

This summary is a brief description of the Plan and Trust Agreement (the "Plan") and has been provided in compliance with the Employee Retirement Income Security Act of 1974. It is not meant to interpret, extend or change the Plan in any way. The provisions of the Plan can only be determined accurately by consulting the Plan itself. A copy of the Plan is on file at the Fund's office and may be read by any participant at any reasonable time. In the event of any discrepancy between this summary and the actual provisions of the Plan, the Plan shall govern.

### II. DEFINITIONS

1. **Compensation** means the total earnings paid to you for a Plan Year. Effective for Plan Years beginning in 2018 or later, Compensation in excess of \$275,000 (as indexed) will not be considered. Compensation includes any amounts paid by your Employer during military service to replace all or part of what you would have received if you had remained in active employment.

2. **Eligibility** to participate means a person works within the employment of an Employer obligated to make contributions to the Fund on his behalf. The Trustees shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer.
3. **Employer** means an association of individual Employers, the members of any association of individual Employers and any person, firm, corporation, partnership, association, trust, or trustee, in the industry who has a Collective Bargaining Agreement or other written Agreement requiring periodic payments into the Trust Fund. For the sole purpose of making contributions on behalf of its officers and salaried employees, the Union shall also be considered an Employer.
4. An **Hour of Service** will be credited for:
  - (a) each hour that you are directly or indirectly paid or entitled to payment by the Employer for services which you perform,
  - (b) each hour that you are directly or indirectly paid or entitled to payment by the Employer for periods of time other than for the performance of services (such as vacation, holidays, sickness, jury duty, disability, layoff, military duty, or authorized leaves of absence) and,
  - (c) each hour for back pay awarded or agreed to by the Employer without regards to mitigation of damages.
5. **Plan** the official name of the retirement plan and trust to which this summary applies all of which shall be known as the Ohio Bricklayers Local No. 8 Security Plan.
6. **Plan Year** means each 12 month period beginning on June 1st and ending on May 31st.
7. **Eligible Rollover Distribution** means the payment of your benefits to an individual retirement arrangement (IRA) or to another employer plan, including a Roth IRA. There are tax benefits to this type of distribution. Consult your tax advisor for details.
8. **Credit Account** means the value of the account maintained on your behalf to accept contributions, income, gains/losses and any other credits or charges provided for in the Plan.
9. **Union** means Ohio Bricklayers Local No.8, its successor, or any Union which is bound by this Plan and Declaration of Trust.
10. **Spouse**, for purposes of the Plan, will mean any individuals who are lawfully married under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages.
11. **Marriage**, for purposes of the Plan, includes a same-sex marriage that is legally recognized as a marriage under any state law.

### III. PLAN ADMINISTRATION

PLAN NAME: Ohio Bricklayers Local No. 8 Security Plan  
EMPLOYER IDENTIFICATION NUMBER: 52-2101436  
PLAN NUMBER: 002  
ORIGINAL EFFECTIVE DATE: June 1, 1998  
PLAN YEAR: June 1<sup>st</sup> to May 31st  
PLAN SPONSOR: Board of Trustees, Ohio Bricklayers Local No. 8 Security Plan  
SPONSOR'S ADDRESS & PHONE NUMBER: 33 Fitch Blvd.  
Austintown, OH 44515  
(330) 270-0453

#### BOARD OF TRUSTEES:

##### UNION TRUSTEES

Mr. Brian Collier  
5211 Mahoning Ave. Suite 270  
Austintown, Ohio 44515

Mr. Harrold Miller  
5211 Mahoning Ave. Suite 270  
Austintown, Ohio 44515

Mr. Lee Kurtz  
5211 Mahoning Ave. Suite 270  
Austintown, Ohio 44515

##### EMPLOYER TRUSTEES

Mr. John Watkins  
P.O. Box 488  
Vienna, OH 44512

Mr. Lawrence Lencyk  
7671 South Ave.  
Boardman, Ohio 44512

Mr. Josh Cohol  
7320 Akron Canfield Rd.  
Canfield, Ohio 44406

The Union and Employer(s) each appoint an equal number of individuals to the Board of Trustees. By law, the Board of Trustees is the Plan Administrator. The Board of Trustees has delegated certain administrative functions to a professional administrative manager, BeneSys, Inc. The Plan Administrator performs a wide range of activities which include keeping records and reports. The Plan Administrator is also responsible for receiving any and all legal papers for the Plan. These papers should be delivered personally to the Plan Administrator. The address and the telephone number of the Plan Administrator are the same as that of the Plan Sponsor.

Legal papers may also be served upon the Trustees. The Trustees are responsible for the investment of the Plan assets. They may appoint such persons or companies as they deem necessary to carry out their responsibilities.

#### IV. PARTICIPATION & SERVICE

For purposes of this Plan, an **Employee** is:

(a) any person who is in the collective bargaining unit represented by the Union in the active service of an Employer on or after June 1, 1998;

(b) a salaried employee of the Union, provided contributions are made in like manner and amount as employees who are parties to the collective bargaining agreement with the Union;

(c) Employees, if any, of this Trust Fund who have been proposed and accepted for benefits of the Fund by the Trustees, and for whom the Trust Fund makes contributions in the amount and on the basis as other Employers; or

(d) A person, represented by or under the jurisdiction of the Union, who shall be employed by a governmental unit or agency which makes authorized contributions to the Fund at the rate of payment equal to that of other Employers.

You become a **Participant** in the Plan on the date you work within employment of an employing company obligated to make contributions to the Fund on your behalf.

If you go to a classification of Employees who are not eligible to participate in the Plan, your Credit Account will continue to be credited with investment earnings; however, you will not be eligible to share in Employer contributions. Distribution of your Credit Account will not begin until you terminate your employment with the Employer.

Your participation in the Plan will cease when you become a **Terminated Employee**, the date you die or retire or when you no longer have a balance in your Credit Account.

A **Terminated Employee** is an Employee who has either:

(a) fully and permanently withdrawn from the industry or resigned all Covered Employment with any Contributing Employer as evidenced by no Employer contributions for a consecutive twelve (12) month period; or

(b) does not engage in any work within the trade jurisdiction of the Union or of Ohio Bricklayers Local 10 or 14, and has had no contributions paid on his behalf on the Fund's records for a period of twelve (12) consecutive months. Final determination as to an Employee's classification as a terminated employee shall rest with the Trustees according to the terms of the Plan.

#### V. CONTRIBUTIONS

All contributions to your Account are made by your Employer pursuant to the terms of the applicable Collective Bargaining Agreement or other written agreement. You may not make your own contributions to the Plan.

## VI. ALLOCATIONS

The Trustees allocate the investment earnings of the Trust Fund to your Account as of the last day of May of each Plan Year.

### Employer Contribution

Your share of the Employer's contribution depends upon the amount agreed upon periodically under the Collective Bargaining Agreement in effect between the Union and Employers.

### Income Allocation

On the last day of May, the Trustees are required to make a determination of the value of the Plan's Trust Fund based on investment earnings. Your share of this value depends on the ratio of your Credit Account to the total of all the Credit Accounts in the Fund as of the previous valuation date.

Example:

Assume that at the end of the 2017-2018 Plan Year, the total value of your Plan's Trust Fund was \$500,000 and that your Credit Account was worth \$5,000 at this time. During the 2017-2018 Plan Year, contributions of \$1,000 were credited to your account. Now assume that at the end of May, 2018, the earnings of the Fund are \$50,000. Your share of the Fund earnings is calculated as follows:

Your Credit Account, \$5,000.00, divided by the total Fund of \$500,000.00 equals .01 or 1%. 1% of \$50,000.00 equals \$500.00, which is your share of the Fund earnings.

Your credit Account at the end of May, 2014 is then worth:

Opening balance	\$5,000
contributions	1,000
Earnings	<u>500</u>
Ending Balance	\$6,500

Our example assumes the Trust Fund grew in value. However, sometimes investments do not work out so well. It is possible that, in a given year, the trust fund may have less value at the end of the year than it had at the beginning of the year. If this happens, your Account may have less value than it had the year before.

### Limitation on Contributions

There is a limit on the amount of contributions which may be allocated to your Credit Account. The application of this limitation may result in a reduced Employer contribution to your Credit Account in any given Plan Year. The Internal Revenue Code provides that the "Annual Additions" (your Employer contributions) allocated to your Credit Account, under this Plan and any other defined contribution plans maintained by the Employer may not exceed the lesser of:

- (a) \$55,000 (this figure may be adjusted from time to time to reflect increases in the cost of living), or
- (b) 25% of your Compensation.

## VII. VESTING

**Vesting** means that you are entitled to your Credit Account without the requirement of continuing your employment. When your Account is vested, it is "non-forfeitable" (it can 'never be taken away from you). Your Credit Account is fully vested (100% vested) at all times.

## VIII. PAYMENT OF BENEFITS

There are 4 types of retirement under the Plan: Normal Retirement, Early Retirement, Late Retirement and Disability Retirement.

### **Normal Retirement Date**

Your Normal Retirement Date is the first day of the month coincident with or next following your 62<sup>nd</sup> birthday and you have retired from covered employment.

### **Early Retirement Date**

Your Early Retirement Date is the first day of the month coincident with or next following your 55<sup>th</sup> birthday and you have retired from covered employment.

### **Late Retirement Date**

You may elect to take Late Retirement any time after your Normal Retirement Date. Contributions will continue to be made on your behalf, and you will not be entitled to benefits from your Credit Account until you actually retire.

### **Disability Retirement Date**

If you suffer a total and permanent Disability, you will be entitled to receive the total value of your Account after satisfactory proof of your Disability has been shown and you have filed an application for distribution.

You will be eligible to retire if the Board of Trustees determines, based on medical evidence submitted by a licensed medical practitioner, that you have suffered a total and permanent disability that prevents you from engaging in gainful employment for wages or profit at your trade. The Board of Trustees will accept approval for disability benefits by the Social Security Administration as proof of total and permanent disability.

### **Payment of Benefits**

Retirement benefits resulting from a Normal, Early, Late or Disability Retirement shall be payable in accordance with one of the following methods:

**Single Participants:** If you are not legally married on the date you are entitled to commence benefit payments, you will automatically receive your benefit in the form of a life annuity, which means you will receive payments for as long as you live. You may, however, choose to receive your benefit in one of the following methods:

- (a) In a lump sum payment in cash.

(b) Payments of principal in as nearly equal periodic installments as market conditions will allow over a period not to exceed ten (10) years.

**Married Participants:** If you are legally married on the date you are entitled to begin benefit payments, the Trustees shall purchase an annuity contract with your Credit Account with payment in the form of a Joint and Survivor Annuity. This means that upon your death, your surviving spouse, if any, shall receive a monthly benefit.

You will have a 90 day period prior to the date on which your benefits are to begin to elect out of this form of payment. Your election out of this form of payment must be consented to by your spouse and witnessed by a Plan representative or a notary public. If proper election is made to waive this payment form, distribution may be made in accordance with any of the options available to single Participants as described above.

Normally, the Trustees will begin making benefit payments to you within a reasonable time after you notify them of your intent to retire and have completed the retirement election forms. If you should terminate employment prior to your Normal Retirement Date with a vested benefit, your deferred vested benefit will be payable to you within 60 days of the end of the Plan Year in which you attain your Normal Retirement Date.

The Trustees will make earlier payment available to you. However, your consent must be obtained for any lump sum distribution in excess of \$5,000. If you are legally married, your spouse must also consent to this earlier distribution. To receive your benefits, you must file your claim with the Trustees on forms that will be supplied to you. Within 60 days after you file, you will be informed of the Trustees' decision. If your claim is denied, the reason for such denial will be given to you, and you will be told what you must do to have the denial reviewed by the Trustees.

If you are not satisfied with the Trustees' decision, you may request a hearing on a form supplied by the Trustees. Along with the form, you must give a written statement of your position. This must be done within 90 days from the time you receive notice of denial of your claim. You will then be given a full and fair hearing. Then, within 60 days, the Trustees will inform you of the decision in writing.

#### **Hardship Distribution of Benefits\***

The Trustees may direct the Administrator to distribute up to 50% of your account balance in the event of immediate and heavy financial need. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at normal retirement.

Whether an immediate and heavy financial need exists will be determined by the Administrator based upon all relevant facts and circumstances. Generally, for example, the need to pay the funeral expenses of a family member would be considered an immediate and heavy financial need, while a distribution to purchase a television or boat would not. A distribution will be authorized if it is used for one of the following purposes:

- (a) The payment of medical expenses (described in Section 213(d) of the Internal Revenue Code) incurred by you or your dependent(s);
- (b) The purchase (excluding mortgage payments) of your principal residence;



- (c) The payment of tuition for post-secondary education for yourself, your spouse or dependent(s);
- (d) The need to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- (e) alleviating any extraordinary financial hardship arising outside your normal course of business. This reason can be used after 5 years of participation.

You may request a hardship withdrawal prior to attaining age fifty-nine and one-half (59 1/2). Prior to this age the amount you withdraw may be subject to a federal income tax penalty. If you are beyond age fifty-nine and one-half (59 1/2) you may apply for early or normal retirement, subject to the conditions above. In addition, you may not apply for a hardship withdrawal prior to sixty (60) days of plan participation and only one hardship withdrawal will be granted in a twelve (12) month period.

If you wish to receive a hardship distribution from the Plan in a single payment from your account, you (and your spouse, if you are married) must first waive the annuity form of payment. (See section VIII "Payment of Benefits" for a further explanation of how benefits are paid from the Plan.)

### **WARNING**

**Because the Plan was set up to provide an additional retirement benefit to participants, the Trustees strongly caution you against taking hardship withdrawals. Making any early withdrawal from your account will not only result in *additional taxes and penalties*, it may also result in the *loss of interest income* on the funds which would have otherwise remained in your account. You should consider other options before requesting a hardship withdrawal. You should also consult a tax advisor when considering a hardship withdrawal.**

### **IX. DEATH BENEFITS**

If you should die after your benefit payments have begun, the amount and form of death benefits payable to your Beneficiary will depend upon the method of benefit payment you were receiving at the time of your death.

#### **Married Participant**

If you are married at the time of your death, your Credit Balance will be used to purchase an annuity for your surviving spouse. The annuity will be payable for the remainder of your spouse's lifetime with payments to begin on what would have been your Early Retirement Date. The size of the monthly payments will depend upon your spouse's age and the value of your Credit Account at the time of your death. Your spouse may, however, choose a different form of benefit payment.

You have the right to waive the survivor annuity form of payment and designate all of your benefits to be paid to the Beneficiary of your choice if your spouse consents to such a waiver. Your spouse's consent must be in writing, witnessed by a Plan representative or notary on a form to be supplied by the Plan Administrator and acknowledge the specific non-spouse Beneficiary. If you change your designation, your spouse must again consent to the change.

***Because your spouse participates in the election and has certain rights in the death benefits, you must immediately notify the Plan Administrator of any change in your marital status.***

### **Single Participants**

If you are single at the time of your death, the full value of your Credit Account will be paid to your Beneficiary in accordance with your designation. You may designate any Beneficiary to receive all of your death benefits, on a form to be supplied by the Trustees.

### **Death Without Spouse or Beneficiary**

If you die and are not survived by a spouse, or if no Beneficiary was effectively named, your benefits shall be paid in a lump sum to the person or persons in the first of the following classes of successive deemed Beneficiaries then surviving: Your (a) children (per stirpes); (b) executor or administrator of your estate. (If no executor or administrator has been appointed for your estate within six (6) months following the date of your death, any death benefits payable to the executor or administrator may be paid in equal shares to the person or persons who would be entitled under the intestate succession laws of the state where you last lived.) If the Beneficiary is living at the time of your death but prior to receiving the death benefit, the death benefit shall be paid to the estate of the deceased Beneficiary in one lump sum. In any case, such lump sum shall be distributed within five years after your death.

## **X. MISCELLANEOUS PROVISIONS**

### **Taxation of Benefits**

If your benefit payments are made in a series of installments to be paid over more than one year, the taxable portion of your distribution will be taxed to you each year as ordinary income. However, if you receive a total distribution of your benefit, you may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) Rollover of all or a portion of the taxable portion of your distribution to an IRA or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution must be made within strict time frames (normally within 60 days after you receive your distribution). Further, under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment.

(b) Subject the distribution to favorable income tax treatment available under current Federal Tax laws.

When you receive a distribution, the Trustees will deliver to you a more detailed explanation of these options; however, you should consult qualified tax counsel before making a choice.

### **Government Insurance on Benefits**

Because your Plan is a defined contribution plan, there is no need to insure your Account. Contributions are credited directly into your own Account. All of the benefits in your Account are fully vested. Recognizing this, the government exempts defined contribution plans from buying termination insurance.

### **Alienation of Accounts**

Generally, Participants' interests in their Accounts, including their "Vested" interests, may not be alienated. This means they may not be sold, used as collateral for a loan, given away, or otherwise transferred. Also, Participants' creditors may not attach, garnish or otherwise interfere with participants' Accounts. The Trustees may be required by law to recognize obligations as a result of a court ordered qualified domestic relations order. A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocate a portion of your assets in the Plan to your spouse, former spouse, children, or other dependents. If such an order is received by the Trustees, all, or a portion of your benefits, may be used to satisfy the obligation. The Trustees shall determine the validity of any domestic relations order they receive. Also, if at the time a Participant or his Beneficiary is entitled to receive a benefit, he is indebted to the Plan, the Trustees will first satisfy that debt before paying the benefit over to the Participant or Beneficiary.

### **Plan Termination**

The Union and Employer have the right at any time to terminate the Plan. Upon such termination, contributions made on your behalf will cease. The Trustees may direct that either benefits be distributed to you and all other Participants in one lump sum payment as soon as practicable, or the Trust be continued and benefits be distributed at the same time and in the same manner as if the Plan had not been terminated.

## **XI. CLAIMS BY PARTICIPANTS AND BENEFICIARIES**

You, your Beneficiary or an authorized representative may file with the Fund office a claim for benefits under the Plan. The claim shall be in writing, stating the basis of the claim, and authorizing the Fund's Administrative Manager to conduct all necessary investigations into the claim.

The Board of Trustees shall make all determinations regarding the validity of the claim. Upon any partial or total adverse benefit determination, the Fund must deliver or mail a Notice of Adverse Benefit Determination to the claimant within ninety (90) days of the filing of the claim.

The period of time within which a benefit determination is required to be made will begin at the time the claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all information necessary to make a benefit determination accompanies the filing. If additional information is necessary to make a benefit determination, the period of time for making the benefit

determination shall be tolled from the date the notification for additional information is requested until the Claimant responds to the request for additional information.

The Notice of Adverse Benefit Determination will contain:

- (1) the specific reason or reasons for the Adverse Benefit Determination;
- (2) specific reference to pertinent plan provisions on which the determination was based;
- (3) a description of any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary;
- (4) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;

The Claimant or his authorized representative may appeal the decision of the Fund by written notice received by the Board of Trustees within sixty (60) days of the mailing of the notice of an adverse benefit determination. The written notice only needs to state the Claimant's name, address, and the fact that the Claimant is appealing from the decision of the Board of Trustees, giving the date of the decision appealed from. The appeal shall be addressed as follows:

Board of Trustees  
Ohio Bricklayers Local No.8 Security Fund  
33 Fitch Blvd.  
Austintown, OH 44515

The Plan shall:

- (1) provide Claimants the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
- (2) provide that a Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his claim for benefits; and
- (3) provide for a review that takes into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Prior to a determination on the appeal, the Claimant or an authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.

The Board of Trustees shall consider the Claimant's appeal of an Adverse Benefit Determination no later than its regular quarterly meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal.

If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that the Claimant or his representative are given a notice describing the special circumstances prior to the expiration of the original review period.

After consideration of the appeal as above, the Board of Trustees shall advise the Claimant or his representative of its decision, in writing, within five (5) days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusions and shall be written in a manner calculated to be understood by the Claimant and shall make references to the pertinent Plan provision(s) upon which the decision is based. The decision shall be final and binding upon the Claimant unless further appealed as provided below. Notification of an adverse benefit determination, upon appeal, shall contain:

- (1) the specific reasons or reasons for the adverse benefit determination;
- (2) reference to specific Plan provisions on which the determination is based;
- (3) 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 his claim for benefits;
- (4) a description of the Plan's procedures regarding a hearing before the Board of Trustees and the time limits applicable to such procedures, including a statement of the Claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Board of Trustees; and
- (5) the following statement "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency.

A full hearing before the Board of Trustees shall be held when:

- (1) The Board of Trustees determines, prior to making a decision on appeal, that a hearing is necessary. In such event, the Board of Trustees shall notify the Claimant or his representative of the date, time, and place set for a full hearing on the Claimant's appeal by regular mail addressed to the Claimant as shown on the notice of appeal.
- (2) The Claimant or his representative requests a full hearing before the Board of Trustees by written notice within fifteen (15) days after receipt of the Board of Trustees' decision on appeal. The written notice needs to state only the Claimant's name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Board of Trustees.
- (3) In no case shall the date for the hearing set forth in (1) or (2), be set for a time later than the third regular meeting of the Board of Trustees following the receipt of the original notice of appeal. The Claimant, who had a hearing under (1) shall not be entitled to a hearing under (2).
- (4) The Hearing:

A full written report shall be kept of the proceedings of the hearing.

- (a) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
- (b) The Claimant or his attorney shall have the right to review the written record of the hearing, make a copy of it and file objections to it.
- (c) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing, and made a part of it.
- (d) All information upon which the Board of Trustees based its original decision shall be disclosed to the Claimant or his representative at the hearing.
- (e) In the event that additional evidence is introduced by the Board of Trustees which was not made available to the Claimant prior to the hearing, the Claimant shall be granted a continuance of as much time as the Claimant desires, not to exceed thirty (30) days.
- (f) The Claimant shall be afforded the opportunity of presenting any evidence in his behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of the Claimant's new evidence or determine whether additional evidence should be introduced.

After consideration of the appeal, the Board of Trustees shall advise the Claimant or his representative of its decision in writing within five (5) days following the hearing at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusion, shall be written in a manner calculated to be understood by the Claimant and shall make reference to the pertinent Plan provisions upon which the decision is based. This decision shall be final and binding upon the Claimant.

#### **SPECIAL RULES FOR DENIAL CLAIMS FOR TOTAL AND PERMANENT DISABILITY**

In addition to the forgoing rules, the following rules will apply to appeals of denials of claims for Total and Permanent Disability Benefits:

1. All claim denial notices will include:
  - a. An explanation as to why the Board of Trustees Plan disagreed with the views of (1) a health care or vocational professional who evaluated the claimant or advised the Board of Trustees or (2) a disability determination of the Social Security Administration.
  - b. If a denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge upon request.
  - c. If the denial is following the final level of appeal provided by the Plan, the calendar date by which the claimant must file a civil action under ERISA Section 502(a).
2. Denial notices will be provided in a culturally and linguistically appropriate manner.

3. The Board of Trustee's decision to hire, compensate, terminate or promote any individual such as a claims adjudicator or medical or vocational expert will not be based on the likelihood that the individual will support a denial of benefits.

4. Before the Board of Trustees denies an appeal, the Plan Administrator will provide the claimant, free of charge, with any new or additional rationale or evidence considered, relied upon, or generated by the Plan. Any such rationale or evidence will be provided to the claimant sufficiently in advance of the date on which a notice of decision is required to give the claimant a reasonable opportunity to respond prior to that date.

#### **LIMITATION OF LEGAL ACTIONS**

**No civil action under ERISA Section 502(a) can be filed in any court against the Plan more than three (3) years after the initial denial of a claim for benefits as set forth in this Section XI. A statement of this limitation will be included in any notification required by this Section XI.**

#### **XII. YOUR RIGHTS UNDER ERISA**

##### **Disclosure**

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

§ Examine, without charge, at the Plan Administrator's office or at other specified locations, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

§ Upon written request to the Plan Administrator, obtain copies of all Plan documents and other Plan information, including a complete list of the names and addresses of Employers sponsoring the Plan, or information as to whether a particular employer is a Plan sponsor and, if so, the employer's address. A reasonable charge may be made for the copies.

§ Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary.

##### **Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

§ No one—including your Employer, your Union, or any other person—may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

##### **Appeal**

If your claim for a Plan 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 Plan review and reconsider your claim.

§ Under ERISA, there are steps you can take to enforce the above rights. For Instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the material and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

§ If you have a claim for benefits which is denied or ignored, in whole or in part, you may request a review of your claim by the Trustees by filing such request in writing with the Trustees pursuant to the claim appeal procedures found in this booklet, after you receive the letter that your claim was denied. Please refer to the "Claims By Participants and Beneficiaries" section of this booklet. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

§ If you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been 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. The court may order the person you have sued to pay these costs and fees, or it may order you to pay the costs and fees.

§ If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest 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.