

**ROOFERS' LOCAL UNION NO. 22
SUPPLEMENTAL RETIREMENT PLAN**

SUMMARY PLAN DESCRIPTION

***This Summary Plan Description
Reflects Terms of the Plan
as of January 1, 2024***

Roofers' Local Union No. 22
Supplemental Retirement Plan
Summary Plan Description

To All Participants:

The Roofers' Local Union No. 22 Supplemental Retirement Plan was established, effective June 4, 2007, pursuant to a collective bargaining agreement between the United Union of Roofers, Waterproofers and Allied Workers Local Union No. 22 of Rochester, New York, and the Roofing Contractors Industry Fund of Rochester, New York. The Board of Trustees of the Plan is pleased to present you with this booklet describing the Plan. It summarizes the most important features of the Plan in effect on January 1, 2024.

We urge you to read this booklet carefully and suggest that you share it with your family, since they may also have an interest in the Plan. We also suggest that you keep this booklet in a safe place for future reference and let members of your family know where it is being kept. The information in this booklet may be modified by a Summary of Material Modification ("SMM"). Check to see if there are any SMMs attached when you refer to this booklet.

Please understand that no summary can explain all of the details of the Plan. This booklet does not add, remove or change any terms of the formal Plan documents. If any statement in this booklet seems to be different from the terms of the Plan documents, your rights and benefits are determined by the Plan documents. To prevent any misunderstanding, you may wish to review the Plan documents in their entirety. They are available for review in the Roofers' Local Union No. 22 Funds Office, 280 Metro Park, Rochester, NY 14623. You can also request a copy of the Plan documents from the Fund Office. You may be charged up to \$.25 per page for the copying cost.

This Plan represents worthwhile retirement protection for you and your family. The Board of Trustees is proud to be involved in the continued operation of this valuable Plan.

Sincerely yours,

BOARD OF TRUSTEES

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SECTION 1
IMPORTANT PLAN INFORMATION YOU SHOULD KNOW

Plan Name: Roofers' Local Union No. 22
Supplemental Retirement Plan

Plan Number: 002

Plan Type: Profit Sharing Plan

Plan Year: The first Plan Year began on June 4, 2007 and ends on April 30, 2008. Each Plan Year thereafter begins on May 1st and ends on the following April 30th.

Employee Organization: United Union of Roofers, Waterproofers and Allied Workers Local Union No. 22 of Rochester, New York (the "Union")

Employer Organization: Roofing Contractors Industry Fund of Rochester New York (the "Association")

Employer Identification Number: 26-2070733

Plan Sponsor: Joint Board of Trustees (the "Board")
Local Union No. 22 Supplemental Retirement Plan
280 Metro Park
Rochester, NY 14623
(585) 235-0829

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Funding:

Contributions to the Plan are made by employers pursuant to a collective bargaining agreement. All contributions are held by the Trustees in a trust and are used (together with earnings on the contributions) to pay benefits and the cost of administering the Plan.

Upon written request to the Roofers' Local Union No. 22 Funds Office (the "Funds Office"), a participant or beneficiary may obtain information as to whether a particular employer is a contributing employer and, if so, the contributing employer's address.

**Type of Plan
Administration:**

The Plan is administered by the Board of Trustees, which normally consists of six members, three of whom are appointed by the Union and three of whom are appointed by the Association. (Vacancies on the Board may exist from time to time.) The Board is the Plan Administrator and is responsible for processing claims for benefits, advising of certain rights, and interpreting the Plan. A list of the names of the current members of the Board of Trustees is available from the Roofers' Local Union No. 22 Fund Office, 280 Metro Park, Rochester, New York 14623.

**Plan Agent for Service
of Legal Process:**

Joint Board of Trustees
Local Union No. 22 Supplemental Retirement Plan
280 Metro Park
Rochester, NY 14623
(585) 235-0829

Legal process may be served on any member of the Board at the address shown above.

**Plan Investment
Manager and
Custodian:**

Graystone Group (part of Morgan Stanley Smith Barney)
300 Linden Oaks, Suite 200
Rochester, NY 14625

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**Collective Bargaining
Agreement:**

The Plan is maintained pursuant to a collective bargaining agreement between the Association and the Union (the "Agreement"). Upon written request to the Funds Office, a participant or beneficiary may obtain a copy of the Agreement. The Agreement is also available for inspection at the Funds Office.

SECTION 2
ELIGIBILITY FOR PARTICIPATION

Subject to Section 11 (Reciprocal Agreements), an employee classified and working under the Agreement as a Journeyman begins participating in the Plan on the first day his employer is required under the Agreement to make contributions to the Plan for his benefit. A Union employee who was not already participating in the Plan on May 31, 2020, will begin participating in the Plan on the later of June 1, 2020 or the date he becomes a Union employee.

An employee of this Plan, the Roofers' Local Union No. 22 Pension Plan and/or the Roofers' Local Union No. 22 Welfare Plan will begin participating in this Plan on the later of June 1, 2020 or immediately after he completes a One Year Period of Service. A One Year Period of Service is a period of at least 12-months that begins on the date he first performs an hour of service for a Plan (or any other employer contributing to this Plan) and ends before his Severance from Service Date. The Severance from Service Date is the earlier of the date he is no longer employed by any of the Plans because he quit, retired, was discharged, or died, or the first anniversary of the first day of a period of absence from service (with or without pay) for any reason other than quitting, retiring, being discharged or death. However, the following periods are not taken into account when determining whether an employee has a One Year Period of Service before his Severance from Service Date:

- the period between the date he severs from service from all of the Plans because he quit, retired, or was discharged and the date he next performs an hour of service for a Plan, provided he next performs the hour of service within 12 months of the date he severed from service from all of the Plans; and
- the period between the date he severs from service from all of the Plans because he quit, retired, or was discharged during a period of absence from service (with or without pay, and for any reason other than quitting, retiring, or being discharged) and the date he next performs an hour of service for a Plan, provided he next

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performs the hour of service for a Plan within 12 months of the date he was first absent from service with all of the Plans.

An employee ceases to be a participant when he stops working under the Agreement and is not an employee of the Union or a Plan.

Note that, even after his employer is no longer required to make contributions to the Plan on his behalf, an employee remains a participant until his benefit under the Plan is completely distributed.

SECTION 3
CONTRIBUTIONS TO THE PLAN

Employers make contributions at an hourly rate specified in the Agreement on behalf of each of their participating employees. All contributions made on behalf of a participant are credited to an individual account maintained under the Plan in his name.

With the consent of the Board, and subject to certain requirements, a participant may make a rollover contribution to the Plan. The rolled over amount must be a distribution from a tax-qualified multiemployer collectively bargained plan, and must not exceed the taxable portion of the distribution (if it were not rolled over). The participant must establish, to the satisfaction of the Board, that his distribution qualifies for rollover tax treatment, and that he has complied with the rollover tax rules, including applicable deadlines. If a participant makes a rollover contribution, it will be credited to his Plan account and invested and treated like any other portion of his account.

SECTION 4
QUALIFIED MILITARY LEAVES

If an employee is entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") after a period of "qualified military service" and is re-employed by an Employer, he will be entitled to contributions and service credit for the period of his qualified military service (in accordance with USERRA). If a participant dies while performing qualified military service, his survivors will be entitled to any survivor benefits provided under the Plan that are contingent upon termination of a participant's employment on account of death (as if he had resumed employment and then terminated employment on account of death), provided he was entitled to reemployment rights immediately before his death. (However, his survivors will not be entitled to contributions relating to the period of his qualified military service.)

SECTION 5
THE FUND AND PARTICIPANT ACCOUNTS

Employer contributions are invested by the Trustees, or by an investment manager appointed by the Trustees, in accordance with an investment policy established by the Board. Earnings of the Plan remain part of the Plan and are reinvested. On each valuation date, participants' accounts are valued to reflect any increase or decrease in Plan assets, and Plan earnings, gains, losses and expenses, during the period since the last valuation date. (Valuation dates are the last business day in January, April, July and October of each year, and any other date determined in the discretion of the Board.) Credits for earnings and gains, and deductions for losses and expenses, are made in the proportion that the account balance on the preceding valuation date (increased by one-half of any contributions actually credited, and decreased by one-half of any distributions from, the account since that date) bears to the total of all participants' adjusted account balances as of the preceding valuation date (increased by one-half of the contributions actually credited, and decreased by one-half of the distributions distributed, from all accounts since that date).

The amount of benefits payable from the Plan is based on the participant's account balance as of the valuation date immediately before the payment (adjusted as described above), increased by the amount of any contributions made by Employers on his behalf and received after such valuation date, and decreased by the amount of any distributions from the account since that valuation date.

All participants' account balances are non-forfeitable. Participants receive a statement showing the value of their individual account as of each valuation date.

SECTION 6
RETIREMENT AND DISABILITY

When a participant stops working for all Employers on or after reaching normal retirement age under the Plan (age 62) or stops working because of a disability (as defined below) at any age, he may elect to receive his account balance in a single sum. His account balance will be distributed as soon as practicable after the valuation date following the date he files an election with the Funds Office to receive his account balance. (See Section 5 for the valuation dates.) However, in no event will a participant receive his account balance later than the April 1st following: (i) the year in which he reaches age 70½ if he was born before July 1, 1949; or (ii) the year in which he reaches age 72) if he was born after June 30, 1949.

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For purposes of the Plan, disability means a physical or mental condition that prevents an individual from engaging in employment and results in the individual being eligible for Social Security disability benefits. For purposes of the Plan, an individual's disability occurs as of the date he is determined to be disabled for purposes of Social Security disability benefits.

Forms for making an election to receive your account balance are available from the Funds Office.

SECTION 7
SEVERANCE FROM EMPLOYMENT BEFORE
RETIREMENT OR DISABILITY

If a participant has a "severance from employment" for a period of 12 consecutive months, he may elect to receive his account balance in a single sum by filing an election form with the Funds Office. His account balance will be paid as soon as practicable after the valuation date following the date he files the election. However, if he does not elect to receive his account balance after he has severance of employment for one entire Plan Year and his account balance is less than \$1,000 (at the time it is payable under this Section), his account balance will automatically be distributed in a single sum as soon as practicable after that Plan Year.

A severance of employment is a termination of employment with: (i) all employers participating in the Plan; (ii) all members of a "controlled group" or "affiliated service group" to which any of those Employers belongs; and (iii) all employers participating in another plan while a reciprocal agreement between that other plan and this Plan is in effect. Employer members of a "controlled group" or "affiliated service group" are determined in accordance with federal tax rules.

Notwithstanding the above, in no event will a participant receive his account balance later than the April 1st following: (i) the year in which he reaches age 70½ if he was born before July 1, 1949; or (ii) the year in which he reaches age 72 if he was born after June 30, 1949.

Forms for making an election to receive your account balance are available from the Funds Office. Participants should be aware that if they receive their account balance prior to reaching age 59½, the distribution will not only be subject to federal and state income taxes but may also be subject to a ten percent tax penalty. However, this penalty may be

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avoided if the participant rolls over the payment into an individual retirement account or another qualified retirement plan.

All participants and their beneficiaries are advised to consult their own tax advisor about the exact tax treatment of any amount they receive from the Plan.

SECTION 8
PARTIAL DISTRIBUTIONS

A participant may elect to receive a partial distribution of his benefit from the Plan in a single sum if he:

- (i) has not yet had a severance from employment; or
- (ii) has had a severance from employment before reaching his normal retirement date or suffering a disability (as defined in Section 6) but is not yet eligible to elect to receive his entire account balance in a single sum pursuant to Section 7 because the severance from employment has not continued for 12 months.

In addition, a participant who is not employed by any employer contributing to the Plan after his normal retirement date (or because of a disability (as defined in Section 6) at any age) and has filed a written election to receive his entire benefit from the Plan, can elect to receive a partial distribution before he can receive the remainder of his benefit (i.e., before his account balance on the valuation date following the filing of his written election to receive his entire benefit is determined.)

The following rules apply to partial distributions:

- The participant must elect to receive the distribution on a form provided by, and submitted to, the Funds Office, within the 45-day period after a valuation date. (Remember, valuation dates are the last business day in January, April, July, and October, of each year, and any other date determined in the discretion of the Board).
- No partial distribution is permitted during the 24 months following a complete or a prior partial distribution of his benefit from the Plan.

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- The amount distributed cannot exceed 20% of the participant's Account balance as of the valuation date preceding the distribution, and the funds distributed must have accumulated in the participant's account at least two years.
- The distribution shall be made as soon as practical after the end of the 45-day election period described above and the value of participants' accounts as of the preceding valuation date is determined.

SECTION 9
DEATH

If a participant dies before his account balance is distributed, it will be paid in a single sum to his spouse (or to a beneficiary designated by him) as soon as practicable after the valuation date following the date of his death. (See Section 5 for the valuation dates.)

A married participant's beneficiary designation must be signed by the participant's spouse and notarized. A spouse's consent to the designation of another beneficiary will be valid only with respect to the spouse who signs it. Therefore, if a married participant designates a different beneficiary with the consent of his spouse and he is married to someone else at the time of his death, his account balance will be paid to his most recent spouse in a single sum unless she has also signed a valid consent to the designation. However, a married participant may designate a contingent beneficiary (someone to receive his account balance if he is not married at the time of his death) without spousal consent.

An unmarried participant may designate a beneficiary. However, if an unmarried participant files a beneficiary designation form but is married at the time of his death, his account balance will be paid to his spouse in a single sum, unless she signed a valid consent to his designation of a different beneficiary.

If a participant is not married at the time of his death and has not designated a beneficiary, or the beneficiary predeceases him, his account balance will be paid to his estate.

Forms for designating beneficiaries under the Plan are available from the Funds Office. For a beneficiary designation to be effective, the form must be properly completed and filed with the Funds Office before the participant dies.

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The rules set forth in this Section do not apply to any portion of a participant's account balance that must be paid to a former spouse or other person under a qualified domestic relations order. (See Section 12.)

SECTION 10
DISTRIBUTIONS PRIOR TO DEATH, DISABILITY
AND SEVERANCE FROM EMPLOYMENT

A participant may elect to receive a distribution of his benefit from the Plan (in a single sum) in accordance with the rules described in this Section.

- (1) He must elect to receive the distribution on a form provided by, and submitted to, the Funds Office, within the thirty (30) days after a valuation date. (Remember, valuation dates are the last business day in January, April, July and October of each year, and any other date determined in the discretion of the Board).
- (2) No distribution described in this Section is permitted during the 24 months following a complete or a prior partial distribution of his benefit from the Plan.
- (3) The amount distributed cannot exceed 20% of his account balance as of the valuation date preceding the distribution.
- (4) The amount distributed also cannot exceed an amount equal to the portion of his account balance that has been credited to the account for more than two years.
- (5) The distribution will be made as soon as practical after the completed election is received and the value of the participant's account as of the preceding valuation date is determined.

The rule described in (1) above and the 20% limit described in the rule in (2) above do not apply to a participant who has been in a class of employees for which no Employer contributions to the Plan have been (and have not been required to be) made for a period of at least 24 months immediately prior to a distribution described in this Section.

A distribution described in this Section will be deducted from the participant's account as of the date of the distribution. (See Section 5 for a discussion of how the distribution affects the valuation of the participant's account balance). An administrative fee for the distribution may be deducted from the participant's account. The participant will be notified of the amount of the fee, if any, before the distribution is made.

SECTION 11
RECIPROCAL AGREEMENTS

From time to time, the Plan may enter into “reciprocal agreements” with other local union plans, which provide for the exchange of contributions made on behalf of a participant who participates in one plan (his “home plan”) when he is temporarily working in the jurisdiction of another plan. When this happens, the contributions received by the other plan are forwarded to his home plan and credited to his account under that plan. A participant in another local union plan will not become a participant in this Plan during a period in which a reciprocal agreement with that other plan is in effect, unless the reciprocal agreement so provides.

You can request from the Funds Office a list of the local union plans with reciprocal agreements with this Plan and specific information on the exchange of contributions under the reciprocal agreement with a particular local union plan.

SECTION 12
QUALIFIED DOMESTIC RELATIONS ORDERS

If the Board receives a court order directing it to pay all or a portion of a participant’s account balance to another person, within a reasonable period of time the Board will determine whether the order is a qualified domestic relations order (“QDRO”), as defined under Federal law. A QDRO is a court order relating to child support, alimony or marital property rights, which satisfies certain legal requirements. The Board will notify all interested persons of its receipt of the order and its procedures for making the determination and administering distributions made pursuant to a QDRO. A statement of the procedure used to determine if an order is a QDRO can be obtained, without charge, from the Funds Office.

Except as provided in a QDRO or law, a participant’s account is not subject to assignment, attachment, garnishment or transfer of any kind.

SECTION 13
CIRCUMSTANCES THAT MAY RESULT IN INELIGIBILITY
OR LOSS OF BENEFITS

No contributions will be made for a participant for work hours that are not covered under the Agreement (or other agreement between his Employer and the Union or his Employer and the Board requiring contributions on his behalf).

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A participant's account balance will be affected by the Plan's investment experience and expenses. As explained in Section 5, each participant's account shares in the Plan's earnings, gains, losses and expenses.

SECTION 14
AMENDMENT OR TERMINATION OF THE PLAN

The Plan may be amended at any time by the Board. No amendment may, however, provide for the use of Plan assets for any purpose other than the exclusive benefit of the participants and their beneficiaries.

It is expected that the Plan will continue indefinitely, but the Plan may be discontinued at any time if maintenance of the Plan is no longer called for under the Agreement. If the Plan is terminated, the entire interest in the Plan of each participant will be distributed to him under the terms of the Plan.

Under federal law, the Pension Benefit Guaranty Corporation (PBGC) insures benefits payable under certain types of plans. This is not the type of plan insured by the PBGC.

SECTION 15
CLAIMS PROCEDURE

A participant or beneficiary who believes that he is entitled to benefits may submit a claim to the Board. If your claim is denied in whole or in part, you will be notified of the denial within 90 days after the claim was filed. (However, if a decision cannot be made within 90 days due to circumstances beyond the Board's control, you will be notified of the need for an extension before the end of this 90-day period, and will be notified of the decision on your claim within 180 days after it was filed.) A notice of denial will set forth: (i) the specific reason(s) for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary to complete the claim and an explanation of why it is necessary; (iv) an explanation of the Plan's claims review procedure; and (v) a statement that the claimant has a right to sue under ERISA following an adverse determination upon review. Failure to provide such notification within the time period described above shall be deemed a denial of the claim for the purpose of proceeding to the review stage.

A participant or beneficiary can appeal a denial or partial denial of a claim by filing a written request for review with the Board within 60 days after receiving the notice of the denial. He or she may also submit questions and comments in writing to the Board for its consideration, and will be notified of the decision on appeal within 60 days after the

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request for review was filed. (However, if a decision cannot be made within 60 days due to circumstances beyond the control of the Board, the participant or beneficiary will be notified of the need for an extension before the end of this 60-day period, and will be notified of the decision on appeal within 120 days after the request for review was filed.) If the denial is upheld on appeal, the notice will set forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a statement that, upon request the participant or beneficiary is entitled free of charge to reasonable access to, and copies of, all documents and records relevant to the claim; and (iv) a statement that he or she has a right to sue under ERISA.

SECTION 16
POWERS OF THE TRUSTEES

In addition to the other powers conferred upon it by law, the Board has the power and discretion to:

- Establish, amend or revoke any rule, term or provision of the Plan, at any time, provided that no such amendment or revocation may provide or result in the use of the trust fund assets for any purpose other than the exclusive benefit of the participants and their beneficiaries and to pay necessary and reasonable expenses for the administration of the Plan.
- Administer the Plan in all of its details, including the authority to: (i) decide any issues of fact relevant to the eligibility of any person to receive benefits under the Plan, or the amount or time of payment of benefits under the Plan; (ii) interpret the terms of the Plan; (iii) supply any omission, interpret any ambiguous or uncertain provisions of the Plan, and reconcile any inconsistency that may appear in the Plan; and (iv) make and enforce such rules and regulations as it deems necessary or proper for the administration of the Plan.
- Enter into local, regional and industry-wide reciprocal agreements with other plans of similar nature, which provide for the exchange of contributions with respect to employees covered under one plan who work in the jurisdiction of another plan.

SECTION 17 **YOUR RIGHTS**

As a participant in the Roofers' Local Union No. 22 Supplemental Retirement 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 shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Funds Office and at other specified locations, such as worksites, all documents governing the Plan, including contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Board, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Board may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request copies of Plan documents or the latest annual report from the Plan 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 Board to provide the materials and pay you up to \$184 a day until you receive the materials (but not more than \$1,846 per request), unless the materials were not sent because of reasons beyond the Board's control. (These dollar amounts are periodically adjusted for cost-of-living increases.) If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan'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, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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