

INTERNATIONAL UNION
OF
OPERATING ENGINEERS
LOCAL 841
QUALIFIED SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

UPDATED AS OF
January 1, 2022

***International Union of Operating Engineers Local 841
Qualified Savings Plan***

Dear Participants and Beneficiaries:

We are pleased to distribute this new Summary Plan Description (SPD) for your Qualified Savings Plan. This Summary Plan Description of the *International Union of Operating Engineers Local 841 Qualified Savings Plan* explains the various benefits offered by the Plan, how they are determined and when they are paid. The benefits described in this summary are available if you retire, become totally and permanently disabled, terminate your employment or die while you are a Participant.

The *International Union of Operating Engineers Local 841 Qualified Savings Plan* is funded through contributions made to the Plan by Employers obligated to do so under the terms of Collective Bargaining Agreements between such Employers and the *International Union of Operating Engineers Local 841 Qualified Savings Plan* or by other written agreement.

The Plan is governed by a board of Trustees, half represent the members of the Union and half represent the Employers. All of the Trustees serve without pay of any kind.

All rights and benefits under the Plan are governed by the Agreement and Declaration of Trust and the Plan Document. The Agreement and all other relevant documents governing the Plan are available for your inspection at the Plan Office and copies may be obtained for a nominal charge.

This Summary Plan Description is for your use and is intended to help you understand the Plan. It is not intended to be the underlying legal document which governs the Plan. **If there are any differences between the language in this booklet and the language in the Plan Document or Agreement and Declaration of Trust, the Plan Document or Agreement and Declaration of Trust will govern.**

The provisions of this Summary Plan Description shall apply to Participants who terminate employment or retire on or after January 1, 2022 unless stated otherwise. Prior Summary Plan Descriptions shall apply to those Participants who terminated and retired prior to that date.

This is your Summary Plan Description (booklet) describing your Plan. Make sure you read it from cover to cover. Then put it in a safe place for future reference. If at any time you have any questions about your Plan, do not hesitate to call or write the Plan Office for assistance.

Sincerely,

THE BOARD OF TRUSTEES

***International Union of Operating Engineers Local 841
Qualified Savings Plan***

PLAN OFFICE

International Union of Operating Engineers Local 841 Qualified Savings Plan
1100 Poplar Street
Suite B
P.O. Box 10185
Terre Haute, IN 47801
(812) 238-5533

SPECIAL NOTICE

It is extremely important you keep the Plan Office informed of any change in address, change in marital status or desired change in Beneficiary. This is your obligation and failure to fulfill this obligation could jeopardize you and your intended beneficiaries' eligibility for benefits.

It is your duty to keep the Plan Office advised of your current, correct address. It is the **ONLY** way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

*International Union of Operating Engineers Local 841
Qualified Savings Plan*

SUMMARY PLAN DESCRIPTION

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*International Union of Operating Engineers Local 841
Qualified Savings Plan*

BOARD OF TRUSTEES

EMPLOYER TRUSTEES

J. Steve Blair
Feutz Contractors, Inc.
P.O. Box 130
Paris, IL 61944

Chad Brown
Senco Construction
P.O. Box 651
Robinson, IL 62454

Brad Byford
Milestone Contractors, L.P.
3410 S 650 E
Columbus, IN 47203

Troy Zeigler
Ambraw Asphalt Materials, Inc.
P. O. Box 551
Lawrenceville, IL 62439

UNION TRUSTEES

Kevin Buenker
IUOE Local 841
P.O. Box 2157
Terre Haute, IN 47802

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IUOE Local 841
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Scott Ridge
IUOE Local 841
P.O. Box 2157
Terre Haute, IN 47802

Andrew Smith
IUOE Local 841
P.O. Box 2157
Terre Haute, IN 47802

EFFECTIVE DATE

The Plan became effective on January 1, 1987, and has been amended from time to time.

ELIGIBILITY AND ENTRY

You are eligible to participate in the Plan if you work for an Employer who has agreed to make contributions to the Plan on your behalf, including any Employer that is a member of an Employer Association. An “Employer Association” is a group of Employers working in Illinois and/or Indiana that have signed a Collective Bargaining Agreement with Local 841 (“Union”) providing for contributions to the Plan. The Employer Association currently covered under the Plan includes:

1. Associated General Contractors of Illinois, Inc.
2. Indiana Construction, Inc. – Labor Relations Division
3. Associated General Contractors of Indiana, Inc.
4. Any other group of Employers engaged in business in the state of Illinois or Indiana that have acted as an Employers' bargaining unit for purposes of collective bargaining with the Union and, as such unit, have executed a Collective Bargaining Agreement binding all Employers who are members of or affiliated with the group and represented by it as an Employers' bargaining unit.

You can get a listing of Employers in these associations by contacting the Board of Trustees at the address shown on page 17.

You are also eligible to participate if you are employed by Local 841 and Local 841 contributes to the Plan on your behalf, or if you are employed by a Trust Fund of Local 841 and the Trust Fund contributes to the Plan on your behalf, or your Employer has signed a Non-Bargaining Agreement providing for contributions to the Plan.

You will automatically become a Participant on the first day you work for an Employer who makes a contribution to the Plan on your behalf.

CONTRIBUTIONS

Your Employers pay all contributions to the Plan based on hourly rates negotiated by your Union. Your Employers are required to make contributions (“Employer Contributions”) on your behalf in accordance with the terms of a Collective Bargaining Agreement. However, as a profit sharing plan, only contributions actually received by the Plan on your behalf will be credited to your Account balance. Unrecovered delinquent contributions will not be credited. You are always 100% vested in the Employer Contributions made on your behalf.

Our Plan does not permit you to make voluntary contributions. However, the Plan will accept rollover distributions from certain other qualified retirement accounts on your behalf. If you wish to rollover balances from other qualified retirement accounts, please contact the Plan Office for further information on eligible rollovers.

PARTICIPANT ACCOUNTS

The Trustees will maintain a separate Account balance for each Participant. Your Account balance will be intermingled with other Participant Account balances for investment purposes. However, the Trustees will account for your contributions, withdrawals and investment earnings separately.

The last day of each Plan Year (and any other dates determined by the Trustees) shall be considered "Valuation Dates." As of each Valuation Date, unless your Account balance is frozen, your Account balance will be:

1. Increased by Employer Contributions made on your behalf since the preceding Valuation Date,
2. Decreased by the amount of any withdrawals paid since the preceding Valuation Date, and
3. Increased (or decreased) by your share of the Trust Fund's net earnings (or net losses). Net earnings or net losses are determined by deducting Plan expenses from Trust Fund investment income, and will include any forfeitures.

CREDIT FOR MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Such contributions, benefits and service credit shall only be provided with respect to re-employments initiated on or after December 12, 1994.

For Military Service on or after January 1, 2007, the survivors of a Participant who dies while performing qualified Military Service (as defined in Internal Revenue Code section 414(u)), will receive any additional benefits (other than benefit accruals relating to the period of qualified Military Service) provided under the Plan as if the Participant resumed and then terminated employment at the time of death.

Any Participant in the Armed Forces of the United States should contact the Plan Office and your professional tax advisor for the specific rules and regulations.

LIMITS ON CONTRIBUTIONS

The Internal Revenue Code sets annual limits on the amount of contributions that can be credited to your Account balance. Beginning 2021, the amount credited to your Account balance for any Plan Year cannot exceed the lesser of:

1. \$58,000, or
2. 100% of your compensation as defined in Internal Revenue Code Regulation 1.415-2(d)(1)(i) actually paid or includible in gross income during such Plan Year.

The amount set in (1) above is adjusted annually by the IRS. Please check with the Plan Office if you have any questions.

NORMAL RETIREMENT DATE

Your Normal Retirement Date is your 65th birthday.

NORMAL RETIREMENT BENEFITS

Once you have reached age 59½, you may apply to the Trustees to receive your entire interest in your Account balance.

The value of your Account balance will be determined as follows:

1. Your Account balance as of the Valuation Date preceding the date you initially apply for benefits; plus
2. Any Employer Contributions and any rollovers made to the Plan on your behalf since such Valuation Date.

Example: Normal Retirement Benefit Calculation

Suppose you are age 59½ as of September 30, 2021. Your Account balance as of June 30, 2021 (the most recent Valuation Date) is \$6,500 and \$550 has been contributed on your behalf since that time. If the Trustees approve your application for Normal Retirement Benefits as of October 1, 2021, your lump sum benefit would be determined as follows:

Balance as of June 30, 2021 (1):	\$6,500
Contributions made on your behalf, July 1 through September 30, 2021 (2):	+ 550
Total value of your Account balance = (1) + (2):	\$7,050

TERMINATION BENEFITS

Once you have had no Employer Contributions made to the Plan on your behalf for a period of 36 consecutive months, you may receive your Account balance as determined for Normal Retirement Benefits on page 4.

If the Plan Administrator is unable to locate a proper payee within one year after a benefit becomes payable, the Plan Administrator may treat the benefit as a forfeiture. In attempting to locate a missing payee, the Plan Administrator will follow the “Required Search Steps” of the Department of Labor’s *Field Assistance Bulletin 2014-01*, as well as the “Additional Search Steps” as appropriate. If your Account is forfeited, it will not be credited with any net plan earnings or net plan losses. However, if a claim for benefits is subsequently presented by a person entitled to a payment, the forfeited amount shall be re-credited upon verification of the claim, except for those amounts that have been paid pursuant to an escheat or other applicable law.

DEATH AND DISABILITY BENEFITS

If you should die or become Totally and Permanently Disabled prior to the distribution of your Account balance, you, your surviving Spouse or other Beneficiary may apply to the Trustees to receive your entire interest in your Account balance as determined for Normal Retirement Benefits on page 4.

“Total and Permanent Disability” means the impairment constitutes disability under the federal Social Security Act (SSA). No disability benefit will be awarded unless the claimant has applied for and received a SSA disability award letter.

Note that your Spouse is your automatic Beneficiary if you are married unless, prior to your death, one or more other persons have been named pursuant to a “Qualified Alternate Designation” made and filed with the Plan Administrator prior to your death or unless the Plan Administrator determines that the consent otherwise required could not have been obtained because your Spouse could not be located or because of such other circumstances as the Secretary of Treasury shall prescribe by regulation.

Any Beneficiary card on file prior to your marriage is null and void. In the event of a divorce or dissolution of marriage, any Beneficiary designation on file prior to the divorce or dissolution of marriage will be null and void. In the event that you do not file a new Beneficiary designation, the Plan will determine your Beneficiaries as listed below.

A designation shall be a “Qualified Alternate Designation” only if all of the following criteria are met:

1. You designate by name one or more persons to be your Beneficiary instead of, or along with, your surviving Spouse, in writing on a form provided by the Trustees at the Plan Office;
2. Your surviving Spouse, determined at the time of your death, (if any), has consented in writing to the naming of such Beneficiary and has acknowledged the effect of such consent in writing and is witnessed by a Plan representative or a notary public.

A Qualified Alternate Designation may not be changed without spousal consent. Any spousal consent to a Qualified Alternate Designation shall be irrevocable.

If you are not married, you may designate one or more persons to be your Beneficiary in the event of your death. Your Beneficiary designation or change in Beneficiary designation must be in writing on a form available from the Plan Office.

In order for your Beneficiary designation to be valid, the form filed with the Plan office must be completed and have the following required information: Beneficiary name, Social Security number, and date of birth and percent allocation.

If your form does not have the required information, the Plan will deem your designation invalid and return the form to you for completion. If you die prior to the Plan Office receiving a valid Beneficiary designation, the Plan will determine your Beneficiaries as listed below.

If you or a Qualified Alternate Designee dies without designating a Beneficiary, your Account balance will be paid to the living legal Spouse. If you don't have a living legal Spouse, your Account balance will be paid in equal shares to your children. If you don't have children, your Account balance will be paid in equal shares to your living parents. If there are no living parents, your Account balance will be paid in equal shares to your living siblings. If there are no living siblings, your Account balance will be paid to your estate.

Any distribution made to an individual who is either a minor or legally incompetent will be made only to a legal guardian or other legal representative.

Death benefits are generally paid as a lump sum payment unless your surviving Spouse or non-Spouse beneficiary elects a rollover to another qualified plan.

BENEFIT PAYMENTS

General Rule

Except as otherwise provided in the Distributions before Normal Retirement Age on page 6, you shall be entitled to receive your Account balance in a single lump sum payment as soon as practicable after the first of the following events to occur:

1. You attain age 59½,
2. You incur a Total and Permanent Disability, or
3. You have had no Employer Contributions made on your behalf to the Plan for a period of 36 consecutive months (subject to the provisions below) prior to application and continuing throughout the time between the date the application is submitted and the date the distribution occurs. If contributions are received at any time before your benefit is paid, you will not be eligible to receive a distribution.

The amount distributed shall be equal to your Account balance as of the last preceding Valuation Date, plus any contributions credited to the Account balance since that Valuation Date.

If you meet the distribution requirements above, you may take a partial distribution of your Account balance (subject to federal tax withholding) and leave the remaining balance in the Plan. Partial distributions are subject to the rules on Required Distributions on page 7. In order to receive a partial distribution, you must complete an application on a form available at the Plan Office. A partial distribution will be allowed one time in a 12-month period. The minimum amount for a partial distribution is \$5,000.

Distributions before Normal Retirement Age

If you have not had any Employer Contributions made on your behalf to the Plan for a period of 36 consecutive months and your Account balance is less than \$500, then your Account balance will be automatically distributed (regardless of your age) in the form of a lump sum to you unless you satisfy the minimum requirements for rollover amounts and you elect a rollover.

However, if you have not had any Employer Contributions made on your behalf to the Trust Fund for a period of 36 consecutive months and your Account balance is greater than \$500, you may elect to receive a distribution as soon as administratively practical by submitting an application to the Plan Office.

If you do not elect to receive a distribution by filing a written application at the time you have not had any Employer contributions made on your behalf to the Trust Fund for a period of 36 consecutive months and your account balance is greater than \$500.00 you can submit an application at a future date. However, for Participants who attain age 72 after December 31, 2019, the Plan is required to distribute your Account balance to you if you have not applied for a distribution before reaching age 72.

Example 1:

Suppose you are age 55 and your Account balance is \$450 and you have not had any contributions to the Trust Fund for a period of 36 months. You are eligible for a distribution and it will be automatically distributed, after the Fund Office verifies your address, in a lump sum unless you elect to have a rollover distribution.

Example 2:

Now assume you are age 55 and your Account balance is \$6,200 and you have not had any contributions to the Trust Fund for a period of 36 months. You are eligible for a distribution upon submitting a benefit application to the Plan Office. Otherwise, your account balance will be distributed to you at the age of 72 years.

Distributions of Subsequent Contributions

If you receive a distribution of your Account balance upon attaining age 59½ or Normal Retirement Age, but your Account balance continues to be credited with contributions after the distribution, you will be entitled to receive any new Account balance in a single lump sum or partial distribution payment unless you satisfy the minimum requirements for rollover amounts and instead elect a rollover by filing an application with the Plan Office.

Required Distributions

Ordinarily, benefit payments begin by the 60th day following the close of the Plan Year which contains the later of:

1. Your Normal Retirement Date, or
2. The last day of a consecutive 36-month period during which no Employer Contributions were made to the Plan on your behalf, if you apply to receive a distribution at that time.

HOWEVER, if you do not apply for a benefit by the later of the dates shown above, you will be deemed to have chosen to defer any distributions until age 72 and no benefit will be paid to you until that date or until you submit an application for distribution of benefits.

Your Account balance shall be distributed to you in a lump sum when you attain age 72, unless otherwise previously distributed or unless you satisfy minimum requirements for rollover amounts and elect a rollover of your Account balance. Beginning when you reach age 72 a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

If you receive a distribution of your Account balance upon attaining age 72 (on or after January 1, 2020 or age 70 ½ by December 31, 2019), but your Account balance continues to be credited with contributions after the distribution, your Account balance will be re-determined annually and the Account balance will be distributed in a single lump sum for each Plan Year in which the Account balance is credited with contributions.

Rollover Distributions

You may wish to consider rolling over all or a portion of your distribution to another tax qualified plan or an Individual Retirement Account (IRA). Most, though not all, lump sum distributions are eligible for favorable rollover tax treatment. A rollover shall be a direct trust-to-trust transfer of funds. Also, you may rollover a distribution that has been paid to you provided that the rollover occurs within 60 days of receipt of the distribution. If you have received a distribution that was subject to tax withholding, you may still be able to roll the full amount over to another IRA by making up the taxes withheld from your personal assets. **You should consult a professional tax advisor for information as to how the rollover rules apply to your specific situation.**

If you do not meet the eligibility rules to receive a distribution and are a participant in a qualified plan maintained by any other local union of the International Union of Operating Engineers, you will be allowed to rollover your Account balance to the other qualified plan, upon proof of participation in such plan. Such rollover shall be a direct trust-to-trust transfer.

Rollover Contributions

Upon approval, you may transfer eligible amounts received from another qualified retirement plan or qualified IRA to this Plan. The rollover may be directly from another qualified plan but in any event must be completed within 60 days of your receipt of the distribution.

This Plan accepts direct rollovers from all qualified plans, including qualified multiemployer defined contribution and defined benefit or profit sharing plans that are not sponsored by the International Union of Operating Engineers. If a direct rollover is from a qualified plan that is not sponsored by the International Union of Operating Engineers, you must have at least 12 months of employer contributions made to the Qualified Savings Fund prior to transferring such rollover to the Fund.

TAXES ON BENEFIT PAYMENTS

When any benefit is paid as a single amount or lump sum distribution, the Plan will provide information regarding options the Participant or the Beneficiary might use to reduce or to postpone a tax liability on that payment. These options include the ability to re-deposit or rollover the payment into an IRA or other tax-exempt employee retirement plans. **Refer to a professional tax advisor for more information.**

Distributions that qualify as eligible rollover distributions will be subject to a 20% withholding assessment for federal income tax purposes unless a direct rollover is made. If a direct rollover is made, no federal income taxes will be withheld. An example of a direct rollover would be a distribution with a *direct transfer* made from the Fund to an IRA. However, different rules may apply for Roth IRAs and you should contact your tax professional for advice.

The Fund must withhold 20% of an eligible rollover distribution if you elect to have it paid directly to yourself. Participants who receive payment to themselves have **60 days upon receiving payment** to rollover the entire amount (including an amount equal to the 20% withheld) into an IRA or another employer plan that accepts rollovers. The amount paid to you, including the portion withheld for taxes, must be rolled over to avoid taxation. Other sources such as your personal savings account may be used to replace the 20% withheld amount. These rules apply to all Participants, Spouses or former Spouses pursuant to a Qualified Domestic Relations Order (QDRO).

Example

Tom Jones receives an eligible rollover distribution of \$5,000 from the Fund that is paid to him. The Fund will pay Tom \$4,000 and withhold \$1,000 (20% of \$5,000) for income tax purposes.

If Tom elects to rollover the \$5,000 into an IRA within 60 days, he can withdraw \$1,000 from his personal savings account and apply it to the \$4,000 for a total of \$5,000 and avoid any tax liability on the distribution. Tom will then report the \$1,000 withheld on his tax return and it will be credited against any income tax that he might owe for the year.

If Tom had elected a *direct rollover*, the full \$5,000 would have been rolled over on his behalf to an IRA or other plan eligible to receive the rollover, with no federal tax withholding.

PLAN ADMINISTRATION AND CLAIMS

Plan Administrator

Under federal law, the Plan Administrator is the Board of Trustees, half represent the members of the Union and half represent the Employers. The Trustees are responsible for the administration and interpretation of the Plan in a uniform and nondiscriminatory basis. The Trustees have appointed an Administrative Manager to carry out most of the administrative duties.

The Trustees of the Plan have the sole discretion and authority to revise, interpret, construe and apply the provisions of the *International Union of Operating Engineers Local 841 Qualified Savings Plan* including, but not limited to, provisions relating to the eligibility for, entitlement to and/or the nature, amount and duration of benefits.

Filing a Claim

In order to receive benefit payments, if your Account balance is over \$500, you or your Beneficiary must complete a required application and submit it, along with necessary documents, to the Plan

Office. You may file for Total and Permanent Disability benefits any time after the date the disability occurred. Your Beneficiary or estate may apply for death benefits at any time following your death. If you have attained age 72 (on or after January 1, 2020 or age 70 ½ by December 31, 2019) or if your Account balance is less than \$500, you are not required to submit an application to the Plan Office since in such cases your benefits will be automatically paid to you by the Plan Office.

Claims Denials and Appeals

In the event that you or your Beneficiary's application for benefits is denied, you may appeal to the Trustees. Your request for an appeal must be in writing. You should contact the Plan Office for more information on the appeal process. You should also read the information on the Claims Appeal and Review Process which follows.

Under Federal law, you or your Beneficiary have the right to bring a civil action under the Employee Retirement Income Security Act (ERISA) if you are dissatisfied with an adverse benefit determination. Before bringing such an action, you or your Beneficiary must exhaust the Plan's Claim Appeal Review Process. Any such legal action against the Plan under ERISA must be filed within two years of the date of the decision of the Trustees on appeal.

Notice of Denial of Benefits

The following rules shall apply in the event a claim for benefits is not approved:

Timing of Notice of Denial of Claims

If a claim is wholly or partially denied, the Plan Administrator shall notify you not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to you prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

Calculation of Time

The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the procedures of a Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be paused (or put on hold) from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Content of Notice

The Plan Administrator shall provide you with written or electronic notification of any denial of benefits. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by you:

1. The specific reason or reasons for the denial of benefits,
2. Reference to the specific Plan provisions on which the determination is based,
3. A description of any additional material or information necessary for you to perfect the 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 your right to bring a civil action under Section 502(a) of ERISA following a denial of benefits on review.

If you are still not satisfied with the action taken on your claim, you have the right to appeal. The procedures for appeal are set forth below. These procedures have been established in accordance with the requirements of ERISA. **IF YOU DO NOT APPEAL OR PROPERLY APPEAL A DENIAL OF BENEFITS, THE DENIAL BECOMES FINAL.**

Appeal of a Denial of Benefits

The following rules shall apply to Appeals of a Denial of Benefits:

1. You shall have 60 days following receipt of a notification of a denial of benefits within which to appeal the determination, unless it is a disability claim in which you will have 180 days.
2. You shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits.
3. You shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.
4. The review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
5. The Trustees shall be empowered to hold a hearing at which you shall be entitled to present the basis of your claims for review and at which an attorney may represent you.
6. The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide you with written notice of the

extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify you, in accordance with subsection 8 of this Section, of the benefit determination as soon as possible, but not later than five days after the benefit determination is made.

7. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of a Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted due to your failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be paused (or put on hold) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.
8. In the case of a denial of benefits on appeal, the Plan Administrator shall provide such access to, and copies of, documents, records and other information described in subsections 9c or 9d of this Section as is appropriate.
9. The Plan Administrator shall provide a claimant with written or electronic notification of a Plan's benefit determination of your appeal. Any electronic notification shall comply with the standards imposed by law. In the case of a decision on appeal denying your claim for benefits, the notification shall set forth, in a manner calculated to be understood by you:
 - a. The specific reason or reasons for the denial,
 - b. Reference to the specific Plan provisions on which the benefit determination is based,
 - c. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other relevant information concerning your claim for benefits, and
 - d. A statement of your right to bring an action under Section 502(a) of ERISA.

Prior to a determination on your appeal, you may review and copy any pertinent documents, submit any issues and comments in writing and/or request a hearing before the Board of Trustees or Committee.

Any request for an appeal should be timely directed in writing to:

Board of Trustees
International Union of Operating Engineers Local 841 Qualified Savings Plan
1100 Poplar Street
Suite B
P.O. Box 10185
Terre Haute, IN 47801
(812) 238-5533

No requests for appeal will be considered after the 60-day period unless it is a disability claim in which you will have 180 days.

The written decision of the Board of Trustees or Committee is final and binding. You must follow and exhaust all review procedures described above before you may institute legal action of any type.

Limitation on When a Lawsuit May Be Filed to Receive Benefits

You or your Beneficiary may not start a lawsuit to receive benefits until after:

1. You have requested an appeal and a final decision has been reached on appeal, or
2. Until the appropriate timeframe described in this Section, Plan Administration and Claims, has elapsed since you filed a request for appeal and you have not received a final decision or notice from the Trustees that an extension will be necessary to reach a final decision.

For claims incurred on or after January 1, 2016, any lawsuit brought against the Plan must be initiated no more than two years after the date of:

1. A determination denying the claims for benefits, or
2. The time for decision on an appeal has expired.

ASSIGNMENT OF BENEFIT PAYMENTS

Generally, your benefit payments **cannot** be assigned, transferred, pledged or attached by creditors. However, the Plan must honor the terms of any Qualified Domestic Relations Order (QDRO) issued by a court. For the purpose of the Plan, a QDRO is any judgment, order, decree or approval of a property settlement agreement made on the basis of a domestic relations law. The order may relate to child support, alimony or marital property rights to a Spouse, former Spouse, child or other dependent and may direct payment of all or a part of your benefit to another person. A written copy of the procedures the Plan Office uses to determine if a domestic relations order is a QDRO is available at no charge upon written request to the Plan Office. The cost of qualification of a domestic relations order is charged in equal amounts to your Account balance and your alternate payee's Account balance for which the order relates. You may contact the Plan Office for the estimated cost of such qualification.

Note that a QDRO cannot assign more than 100% of your Account balance to another person.

RECIPROCITY AGREEMENTS

The Fund may enter into such reciprocity agreements providing for the transfer of employer contributions by and between any qualified pension or qualified retirement funds, as they shall deem appropriate to achieve the purposes of the Trust Agreement. Any employer contributions received under such agreements shall be credited in the same manner as Employer Contributions received from a local Employer. If you work in the geographical area within the jurisdiction of any local union who is signatory to this agreement, your employer contributions earned while working in that area may be transferred to your home fund. When you work outside the jurisdiction of your home fund you should contact either your local union or the Plan Office in the geographical area in the jurisdiction of the union where you are working for the proper forms and information to have your contributions transferred back to your home fund.

CIRCUMSTANCES AFFECTING YOUR BENEFIT

The following events may result in the loss of your benefits:

1. The Trust Fund's investment earnings, after deducting Plan expenses, may be negative. Such losses are allocated to all Participant Accounts and may result in a decrease in your Account balance.
2. If you become divorced or granted a dissolution of marriage, some or all of your Account balance may be assigned to your former Spouse via a court order called a Qualified Domestic Relations Order as described on page 13.
3. Employer contributions made on your behalf may be transferred to another plan pursuant to reciprocity agreements as described on page 14.
4. Contributions which are not collected by the Plan will not be included in your Participant Account balance.

PLAN MODIFICATION OR TERMINATION

The Trustees, pursuant to the Trust Agreement, have the discretion and sole authority at any time, to modify, alter, amend or terminate the Plan or any of its provisions. No amendment can reduce your Account balance. Upon termination or partial termination of the Plan, the rights of all affected Participants to receive their Participant Account balances shall be nonforfeitable.

RIGHT OF RECOVERY

If the Plan makes an inadvertent, mistaken or excessive payment of benefits, the Trustees or their representatives will have the right to recover such types of payments.

BENEFITS NOT INSURED BY THE PBGC

Certain types of pension plans, known as defined benefit plans, are insured by the Pension Benefit Guaranty Corporation (PBGC), a government agency, if the plan terminates. Since our Plan is classified as a defined contribution plan, its benefits are not insured by the PBGC.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

ERISA RIGHTS

As a Participant in the *International Union of Operating Engineers Local 841 Qualified Savings 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 Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, 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 Benefit Security Administration.

Obtain, upon written request to the Plan Administrator, 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 Plan Administrator may make a reasonable charge for the copies [except for appeals].

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 annual report.

Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 65) 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. Under this Plan, you are 100% vested upon the first contribution received by the Plan. This statement must be requested in writing and is not required to be given more than once every 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 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 retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement 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 this 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 a copy 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 Plan Administrator to provide the materials and pay you up to \$110 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 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 or a medical child support 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 Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit 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 Benefit Security Administration.

IMPORTANT INFORMATION

To assist you in understanding the Plan, the following is some information which all Plans are required to furnish to you by ERISA:

Name of Plan

International Union of Operating Engineers Local 841 Qualified Savings Plan

Plan Administrator

The Board of Trustees is the Plan Administrator. You may contact them with questions or requests about the Plan. The Trustees employ an Administrative Manager to assist them with the day-to-day administration of the Plan, and who may be contacted at the Plan Office.

Board of Trustees

The Board of Trustees may be contacted at the Plan Office:

International Union of Operating Engineers Local 841 Qualified Savings Plan
1100 Poplar Street
Suite B
P.O. Box 10185
Terre Haute, IN 47801
(812) 238-5533

Agent for Service of Legal Process

Any legal papers requiring some action by the Plan sponsor should be presented to the Plan Attorney or may also be made on any Plan Trustee:

Richard J. Shagley
Wright, Shagley & Lowery, P.C.
500 Ohio St.
PO Box 9849
Terre Haute, IN 47808

Fund IRS Employer Identification Number

35-0416012

Plan Number

001

Plan Year

July 1 through June 30

Plan Office

International Union of Operating Engineers Local 841 Qualified Savings Plan
1100 Poplar Street
Suite B
P.O. Box 10185
Terre Haute, IN 47801
(812) 238-5533

Type of Plan

This is a defined contribution profit sharing plan. Under this type of plan, contributions made on your behalf are credited to an Account in your name. Your benefit is your Account balance including Employer Contributions, any rollovers and any net earnings, gains and losses thereon. The assets of the Plan are maintained in the Trust Fund for the exclusive benefit of Participants and Beneficiaries according to the terms of the plan. Your Trustees have the responsibility and discretion to invest all Plan assets.

Collective Bargaining Agreements

The Plan is maintained pursuant to provisions of Collective Bargaining Agreements which set forth the obligations of Employers to contribute to the Fund, as well as other matters concerning the Fund. Upon written request from a Participant, the Fund will advise whether any particular employer is a sponsor of the Plan; and, if so, the employer's address. Copies of particular Collective Bargaining Agreements may be obtained upon written request to the Plan Office and are available for examination during normal business hours.

Funding Medium for the Accumulation of Plan Assets

All contributions and investment earnings are accumulated in a Trust Fund that is utilized to pay benefits to eligible Participants and beneficiaries and to defray the reasonable costs of administration.

Plan Attorney

Richard J. Shagley
Wright, Shagley & Lowery, P.C.
500 Ohio St.
PO Box 9849
Terre Haute, IN 47808

Plan Consultant

United Actuarial Services, Inc.
11590 North Meridian Street, Suite 610
Carmel, IN 46032

Every effort has been made to avoid any conflict between the text of this Summary Plan Description booklet and other legal documents that create and define this Plan. In the event there is or there appears to be a conflict, the text of the Plan Document will govern.
