

June 15, 2012

**Summary of Material Modification
to the
International Union of Operating Engineers Local 825 Annuity Plan**

This Summary of Material Modification (“SMM”) describes changes to the International Union of Operating Engineers Local 825 Annuity Plan (“Plan”). Please keep this SMM with your copy of the Plan’s Summary Plan Description (“SPD”) for future reference.

CHANGE TO SECTION 14 OF THE SPD REGARDING SURVIVOR BENEFITS

The Trustees of the Plan are modifying the Plan’s election and waiver rules for the Qualified Preretirement Survivor Annuity (“QPSA”) but only for new Participants (i.e. Participants who first perform an Hour of Service on or after July 1, 2012).

The QPSA is a benefit required by federal law and, if you die prior to retirement, the benefit pays an amount equal to 100% of your vested benefit to your surviving spouse and your beneficiaries, if any. Federal law guarantees your spouse the right to receive at least 50% of your vested benefit; however, the Plan permits spouses of existing Participants to waive the guaranteed 50% share in favor a non-spouse beneficiary. In addition, the Plan permits existing Participants to designate that same non-spouse beneficiary or another to receive the remaining 50% of the Participant’s vested benefit (without regard to spousal waiver). If such a Participant designates no non-spouse beneficiary(ies), then the surviving spouse is entitled to a QPSA equivalent to 100% of the Participant’s vested benefit.

Effective for any Participant who first performs an hour of service on or after July 1, 2012, the Plan will no longer permit a Participant’s spouse to waive the federally-required 50% QPSA. Therefore, such new Participants will not have the option of designating a non-spouse beneficiary for the 50% spousal portion of the benefit. New Participants will continue to have the option of designating a non-spouse beneficiary to receive the remaining 50% portion of the Participant’s vested benefit (i.e. the non-spousal portion of the benefit). If a new Participant fails to name a non-spouse beneficiary, then the surviving spouse is entitled to 100% of the Participant’s vested benefit.

These changes do not affect the Plan’s rules and procedures with respect to the federally-required Qualified Joint and Survivor Annuity (“QJSA”) and Qualified Optional Survivor Annuity (“QOSA”).

If you have any questions regarding this change to the Plan’s rules, please contact the Fund Office at 65 Springfield Avenue, Second Floor, Springfield, NJ 07081, (973) 671-6800.

May 15, 2013

**NOTICE OF SUMMARY MATERIAL MODIFICATION
TO THE INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 825 ANNUITY PLAN**

This is an important notice concerning your rights under the International Union of Operating Engineers Local 825 Annuity Plan (the “Plan”). It is being issued in accordance with Section 204(h) of the Employee Retirement Income Security Act (“ERISA”). Please read this Notice carefully.

The Trustees of the Plan will amend the Plan and convert the Plan from a money purchase plan to a profit sharing plan, effective July 1, 2013. The Plan name will change from the International Union of Operating Engineers Local 825 Annuity Plan to the International Union of Operating Engineers Local 825 Profit Sharing Plan. All features of the Plan will remain exactly the same as they are currently, including the manner in which contributions are credited to your Individual Account. That is, your employer will make a contribution to the Plan on your behalf at the same rate per hour as it does now. The Plan’s payment options also remain the same.

Under the law, the conversion of a money purchase plan to a profit sharing plan is considered a reduction in the rate of future benefit accrual, and the Trustees are obligated to advise you of that fact. This is because under a money purchase plan, all contributions are guaranteed, while under a profit sharing plan, contributions are technically no longer guaranteed (however, they are still required under the terms of the collective bargaining agreement). As in the past, any employer that fails to make contributions to the Plan on behalf of a participant will be in violation of the Plan and the collective bargaining agreement, and the Trustees will continue to take all appropriate action necessary to collect delinquent contributions. No participant’s Individual Account will be reduced as a result of the amendment.

We anticipate that this change to your Plan will be seamless. If you have any questions, please contact the Fund Office.



Operating Engineers Local 825 Fund Service Facilities

65 Springfield Avenue, Second Floor
Springfield, New Jersey 07081
(973) 671-6800

Pre-Cert and PPO
(800) 677-3237

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June 23, 2015

SUMMARY OF MATERIAL MODIFICATION TO THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 825 PROFIT SHARING PLAN

To: All Covered Participants and Beneficiaries

From: The Board of Trustees of the International Union of Operating Engineers Local 825 Profit Sharing Plan

Re: Plan Changes Resulting from the Repeal of DOMA

This document is a Summary of Material Modifications (“SMM”) intended to notify you of important changes to the International Union of Operating Engineers Local 825 Profit Sharing Plan (the “Plan”) in order to address changes to the federal law’s treatment of same-sex marriages stemming from the U.S. Supreme Court’s decision in United States v. Windsor. This summary is intended to satisfy the requirements for issuance of a SMM under the Employee Retirement Income Security Act of 1974, as amended. You should take the time to read this SMM carefully and keep it with the Summary Plan Description (“SPD”) that was previously provided to you. If you need another copy of the SPD, or if you have any questions regarding this change to the Plan, please contact the Plan Administrator during normal business hours at: 65 Springfield Avenue, Second Floor, Springfield, NJ 07081; telephone number: (973) 671-6800.

On June 26, 2013 the U.S. Supreme Court held that a portion of the federal Defense of Marriage Act (DOMA) is unconstitutional. The part of DOMA that was found to be unconstitutional limited “marriage”, for all federal law purposes, to a legal union between one man and one woman and limited “spouse” to a person of the opposite sex who is a husband or wife. The Court generally concluded that states have the right to determine issues relating to family matters, including the definition of marriage, and that the federal law should look to those state determinations.

Since the Supreme Court’s decision, federal regulators have ruled that all same-sex couples legally married in jurisdictions that recognize same-sex marriages will be treated as married for federal tax purposes, regardless of whether the couple lives in a state or other jurisdiction that recognizes same-sex marriage. This means that, effective as of June 26, 2013, if you are legally married in a state or other

jurisdiction that permits same-sex marriage, your same-sex spouse will be considered your spouse for all purposes under the Plan regardless of the marriage laws of the state or other jurisdiction in which you currently live. However, you should note that similar rights are not available to same-sex domestic partners who are not “spouses” under state law. So, for instance, couples in domestic partnerships, civil unions or other relationships that are not considered “marriages” under state law are also not considered to be married (or each other’s spouse) for benefit purposes under the Plan.

As a result of the foregoing change, effective as of June 26, 2013, the SPD is modified to redefine the following terms wherever they may appear therein:

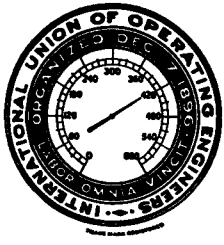
Marital/Marriage/Married refer to a legal relationship between two individuals of any gender who are lawfully married pursuant to an official marriage license or similar document issued by any state (without regard to the law of the state in which the individuals live), but not including civil unions, domestic partnerships, or any other status unless such status is fully equivalent to marriage under the laws of the issuing state.

Spousal/Spouse: A person’s spouse is the individual to whom the person is married, as defined herein.

This SMM is intended to provide you with an easy-to-understand description of certain changes to the Plan. While every effort has been made to make this description as complete and as accurate as possible, this SMM, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this SMM and the Plan, or if any point is not discussed in this SMM or is only partially discussed, the terms of the Plan will govern in all cases.

The Board of Trustees or its duly authorized designee, reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with the applicable amendment procedures established under the Plan and the Agreement and Declaration of Trust establishing the Plan (the "Trust Agreement"). The Trust Agreement is available at the Fund Office and may be inspected by you free of charge during normal business hours.

No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the plan documents, make any promises to you about benefits under the Plan, or to change any provision of the Plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters arising under the Plan.



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July 16, 2018

Summary of Material Modification to the International Union of Operating Engineers Local 825 Profit Sharing Plan

TO: All Participants

**FROM: The Board of Trustees of the International Union of Operating Engineers
Local 825 Profit Sharing Plan**

RE: Plan Changes to Disability Claims and Appeals Procedures

This Summary of Material Modification (“SMM”) describes changes to the claims and appeals procedures for the International Union of Operating Engineers Local 825 Profit Sharing Plan (“Plan”) which apply to disability claims in order to address procedural safeguards and additional disclosures issued by the Department of Labor. Please keep this SMM with your copy of the Plan’s Summary Plan Description (“SPD”) for future reference.

CHANGES TO SECTION 16 OF THE SPD (“YOUR ERISA RIGHTS”), EFFECTIVE April 1, 2018

The following ***bold, underlined and italicized text*** is added to the section, “Special Rules for Disability Claims”

If your claim for benefit under the Plan is the result of a disability, special rules may apply.

If your initial claim for disability benefits is denied, the Plan Administrator will notify you in writing within 45 days after receiving your claim, rather than the 90-day period specified above. This period may be extended by the Plan for up to 30 days, if special

circumstances require an extension. The Plan Administrator will notify you within the 45-day period that additional time is needed. The notice of extension will:

- Explain the circumstances requiring the extension,
- Provide the date a decision can be expected,
- Explain the standards for approving a disability claim,
- Outline the unresolved issue(s) that prevent a decision on your claim, and describe additional information needed to resolve those issues and complete your claim request.

You will have at least 45 days to provide any additional information that is needed to the Plan Administrator.

If a further extension is required by the Plan Administrator, you will be notified prior to the end of the first 30-day extension period. The notice will state the circumstances requiring the extension and the date a decision can be expected.

If your disability claim is denied, the Plan Administrator will provide you with written notification that will state the following:

- The specific reason(s) your claim was denied.
- **A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (1) the views you presented or health care professionals treating you and vocational experts evaluating you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether or not such advice was relied upon in making the benefit determination; and (3) a disability determination by the Social Security Administration.**
- The Plan provisions that support the denial.
- If your application was incomplete, the additional information needed to complete your claim request and an explanation of why it is needed.
- Information on what you need to do in order to have the claim denial reviewed.
- If an internal rule, guideline, protocol, or other similar provision was relied upon the claim denial, that a copy of the provision is available to you free of charge upon your request.
- If the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, that an explanation of the scientific or clinical judgment applying the exclusion or limit to your medical circumstances is available to you free of charge upon your request.
- Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse determination on review.

- **This notice will be provided in a manner that is culturally and linguistically appropriate for you, as required by law.**

You may contest the Plan Administrator's denial of your claim. You must submit a written request for a review of that denial within 180 days of the date of the Plan Administrator's written notification. The review will be conducted by the Board of Trustees.

If your original claim was denied based on a medical judgment, the Board of Trustees will consult with an appropriate health care professional. This medical professional shall not be the individual who was consulted on the original claim nor the subordinate of such individual. The review must also identify the medical or vocational experts, if any, whose advice was obtained on behalf of the Plan in connection with the original claim.

The Plan Administrator will notify you of the Board of Trustees' decision no later than 5 days after the date of the regularly scheduled meeting of the Board that immediately follows receipt of your request, unless your request for review is filed within 30 days preceding the date of such meeting. In such case, you will receive notification no later than 5 days after the date of the second meeting of the Board that immediately follows receipt of your request.

Before the Board of Trustees issues an adverse benefit determination, you shall be provided free of charge with any new or additional evidence or new or additional rationale considered, relied upon or generated by the Plan in connection with the claim and such evidence or rationale shall be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination is provided, to give you a reasonable opportunity to respond prior to that date.

If your disability claim is denied, the Plan Administrator will provide you with written notification that will state the following:

- The specific reason(s) your claim was denied.
- The Plan provisions that support the denial.
- If an internal rule, guideline, protocol, or other similar provision was relied upon in the claim denial, that a copy of the provision is available to you free of charge upon your request.
- If the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, than an explanation of the scientific or clinical judgment applying the exclusion or limit to your medical circumstances is available to you free of charge upon your request.
- Your right to receive free of charge upon your request reasonable access to, and copies of, all documents and other information relevant to your claim.

- Your right to bring an action under section 502(a) of ERISA.
- **The 180-day contractual limitations period that applies to your right to bring an action under section 502(a) of ERISA, including the calendar date on which the 180-day period expires for your claim.**

This notice shall be provided in a manner that is culturally and linguistically appropriate for you, as required by law.

If you have any questions regarding this change to the Plan's rules, please contact the Fund Office at 65 Springfield Avenue, Second Floor, Springfield, NJ 07081, (973) 671-6800.