

I.U.O.E. Local 98 Engineers Joint Training, Retraining, Skill Improvement, Safety Education, Apprenticeship and Training Fund



Plan of Benefits

Effective: January 1, 2020

LOCAL 98 ENGINEERS JOINT TRAINING, RETRAINING,
SKILL IMPROVEMENT, SAFETY EDUCATION,
APPRENTICESHIP AND TRAINING FUND

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Local 98 Engineers Joint Training, Retraining,
Skill Improvement, Safety Education,
Apprenticeship and Training Fund
40 Hudson Drive
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Southwick, Massachusetts 01077

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EQUAL OPPORTUNITY PLEDGE

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, age (40 and older), disability (including pregnancy), genetic information, color, religion, national origin, sex, or sexual orientation, or gender identity. The Board of Trustees will take affirmative action to provide equal opportunity in the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30, as amended, and 454 CMR 26.00.

**ARTICLE I
GENERAL INFORMATION FOR ALL PARTICIPANTS**

Section 1.1 Plan Administrator

The Local 98 Engineers Joint Training, Retraining, Skill Improvement, Safety Education, Apprenticeship and Training Fund (the "Training Fund") is administered by a Board of Trustees composed of three (3) Union Trustee representatives and three (3) Employer Trustee representatives.

The Board's address is:

Board of Trustees
Local 98 Engineers Joint Training, Retraining,
Skill Improvement, Safety Education,
Apprenticeship and Training Fund
40 Hudson Drive
P.O. Box 1290
Southwick, Massachusetts 01077

The Board is responsible for managing the operational and financial affairs of the Training Fund, and has the ultimate responsibility for approval or denial of training benefits. The Board is also responsible for developing training programs and course offerings. The Trustees may allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Trustees, and they may delegate such responsibilities and duties as they deem appropriate or necessary in their sole discretion. A listing of the members of the Board of Trustees follows the cover page of this booklet.

The Training Director, Nicholas Girolamo, is the individual who has been designated by the Trustees as responsible for overseeing the Training Plan's affirmative action program. If you have any questions regarding the Plan's affirmative active program, please contact Mr. Girolamo.

The Training Director, or any member of the Board of Trustees, is the agent for the service of

legal process in accordance with regulations under the Employee Retirement Income Security Act of 1974.

The Employer Identification Number assigned to the Training Fund by the Internal Revenue Service is 04-2509496.

Section 1.2 Employer Contributions

The Training Fund is maintained through collective bargaining agreements or participation agreements between various entities. These agreements require employers to contribute to the Trust Fund for each covered employee at a fixed rate per hour worked. If you want to know whether a particular employer contributes to this Plan, you should make a written request to the Trustees at the above address.

Section 1.3 Inurement Prohibited; Mistaken Contributions

The Fund's Policy on Return of Mistaken Contributions is incorporated herein by reference.

Section 1.4 Income and Reserves

The Board holds the income from employer contributions in a Trust Fund and uses it to provide training benefits to participants, and to pay necessary administrative expenses.

Section 1.5 Plan Year

For purposes of maintaining the Fund's financial records, the ending date of the fiscal year, and the ending date of the plan year, is December 31.

Section 1.6 Training Plan

The Training Benefits are provided through the Trust Fund and Plan administered by the Board of Trustees. Certain of the terms of the training benefits are described in the following sections of this

Plan.

Section 1.7 Plan and Benefit Terminations and Changes

The Trustees reserve the right to alter, suspend, amend, or terminate this Plan, or the types and amounts of Benefits provided under this Plan, at any time. The continuation of Benefits, and the eligibility rules for Benefits under this Plan, are subject to suspension, amendment, modification, revision, or termination by the Trustees, in their sole discretion. No Participant or individual has a vested right or contractual interest in any of the Benefits offered by this Plan.

Section 1.8 Plan Interpretation and Determinations

The Trustees are responsible for interpreting this Plan and for making determinations under this Plan regarding any issue. In order to fulfill this responsibility, the Trustees will have exclusive authority and discretion to determine whether you are eligible for any Apprenticeship or Training Benefits from this Plan; to determine the type and amount of Benefits, if any, you are entitled to under this Plan; to determine which applicants will be admitted into the Training Program; to dismiss a participant whom they determine is not making satisfactory progress, or to take any other action they deem appropriate with respect to such a participant; to determine whether a participant has violated the rules governing the Training Program, or the provisions of this Plan or this Agreement, and to remove the participant if they determine there was such a violation, or take such other action as they deem appropriate regarding any issue including, but not limited to, the operation or functioning of the Plan or Trust; to determine or find facts that are relevant to any claim for benefits from the Plan; to interpret all of the Plan's provisions; to interpret the provisions of any Collective Bargaining Agreement or written Participation Agreement involving or impacting the Plan; to interpret the provisions of the Trust Agreement governing the operation of the Plan; to interpret all of the provisions of any other

document or instrument involving or impacting the Plan; and, to interpret all of the terms used in the Plan, and all of the other previously mentioned Agreements, documents, and instruments.

All such determinations, actions and interpretations taken or made by the Trustees, or their designee, shall be final and binding upon any individual applying for benefits under the Plan and upon all Employees, all Employers, the Union, and any party who has executed any agreement with the Trustees or the Union; shall be given deference in all courts of law, to the greatest extent allowed by applicable law; and, shall not be overturned or set aside by any court of law unless the court finds that the Trustees, or their designee, abused their discretion in making such determination or rendering such interpretation.

ARTICLE II HOW TO OBTAIN TRAINING BENEFITS

Section 2.1 Eligibility

All individuals eligible to participate under the Restated Agreement and Declaration of Trust of the Local 98 Engineers Joint Training, Retraining, Skill Improvement, Safety Education, Apprenticeship and Training Fund are eligible to participate in the training program sponsored by the Fund. Without limitation by enumeration, the Trustees may allow other Training Funds and Unions to participate in this Plan as well as other interested parties as the Trustees may determine to be appropriate.

Generally, all operating engineers who are members in good standing of the International Union of Operating Engineers Local No. 98 and who are working in employment covered by the bargaining agreement, are eligible to participate in the training program. All members will be notified by the Fund Office concerning availability of new training programs or classes. Notices will be placed in Union publications, and announcements made at Union meetings.

There are specific physical qualifications, and generally the applicant must have the physical

ability to perform the necessary work with or without reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others. Each applicant who qualifies must have a physical examination for certain work classifications. Applicants with disabilities will be reviewed on an individual basis to determine if they can perform the job with a reasonable accommodation in accordance with Title I of the Americans with Disabilities Act. The Training Plan will request (but not require) voluntary self-identification of disability status as part of the application process, when the applicant is first accepted into the program, but before the apprentice starts their apprenticeship, and after the apprentice is enrolled in the program.

Section 2.2 Application Procedures

(a) Application.

All applicants must fill out a formal application at the Fund Office or Union office and supply other information the Fund may request. If, at any time, an applicant fails to respond to a written inquiry or notice tendered to the applicant from the Fund, the Trustees, in their sole discretion, may remove the individual from consideration for training benefits.

(b) Interview.

All applicants who meet the minimum requirements established by the Trustees will be considered "eligible" for training. However, each eligible applicant will be interviewed by the Trustees, or their designated committee. At this interview, the Trustees will ask about the applicant's past work history, job attitudes, personal references, and any other factors relevant to the applicant's fitness for the training program.

(c) Substance and Alcohol Abuse Testing Policy. The Board of Trustees has adopted a substance and alcohol abuse testing policy. That policy, among other things, permits the Trustees to

withdraw an offer of training if the individual fails, or refuses to undergo, a pre-affiliation urinalysis test to determine the presence of controlled substances. A copy of the entire policy, which is incorporated in this Plan of Benefits by reference, is provided to all apprentices upon indenture.

Section 2.3 Establishment of Training Classes

The Fund reserves the right to limit class size, or to require minimum class sizes before a course is begun. Also, appropriate charges for instruction and supplies may be imposed. If any participant fails to attend a specified percentage of instructional classes, or fails to fulfill other requirements of the course, such participant forfeits any refund of training fees to which the individual might otherwise be entitled.

Section 2.4 Eligibility for Additional Courses

If any participant enrolls in a course, the individual must complete that course before the individual is eligible to enroll in another course offered by the Fund.

Section 2.5 Evaluation Forms

Evaluation forms are completed and submitted to the Board of Trustees or their delegee. If unsatisfactory performance is noted on the forms, interviews with the Board, or its designated committee, may be required.

Section 2.6 Class Attendance

Each participant is expected to attend all classes. When a participant is absent from class, the individual must adhere to Fund's absence control policy. If the absence is deemed to be unexcused, the participant will be notified, and appropriate action taken.

Section 2.7 Termination

If the Trustees deem the participant's progress to be unsatisfactory due to irregular class attendance, inability to perform work or understand training instructions or other deficiency, the Trustees may terminate the participant from the training program. If the participant is terminated from the program, notification will be provided in writing concerning the specific reasons for the termination. Any participant who is terminated from the program is entitled to appeal to the Board of Trustees under the claims appeal procedure (Article V).

Section 2.8 Scholarship Agreement

Participants in this program shall receive their training under a Scholarship Loan Program. This Program will establish a cost value for the educational program for the participants. Participants will be required to enter into a Scholarship Loan Agreement, agreeing that they will pay back the cost of the education to the Fund in the event that they seek employment in the construction industry outside of the jurisdiction of the collective bargaining agreements between the employers and the Union or refuse employment offered within the construction industry of the collective bargaining agreements between the employers and the Union.

Upon completion of the Training Program, if participants remain employed within the jurisdiction of the parties signatory to the collective bargaining agreements, then their loan obligation to the Fund shall be progressively reduced annually until such time as their obligation to the Fund is extinguished. Such Scholarship Loan Agreements shall also provide that the Trustees may forgive all or any portion of such cost if repayment would cause an undue hardship for the participant.

Section 2.9 Certificate of Completion

All participants who successfully complete the training program are issued an appropriate certificate of completion.

ARTICLE III

THE TRAINING PROGRAM

Section 3.1 The Training Program

The Training Fund uses various training programs. However, not all of these programs are offered at the same time, and, the Board of Trustees has sole discretion to determine the program and specific course content offered and such courses may be offered at various locations. The Training Fund shall provide, among other things, training, retraining, skill improvement, safety education, apprenticeship training, journeyman training, supplemental expense benefits, and related benefits, as are feasible, for operating engineers.

This Training Program is subject to change at the discretion of the Trustees. The Trustees may elect to change the courses, including adding to or deleting such courses, depending upon the needs within the industry, or depending upon a participant's particular skills, aptitude, or prior job training.

ARTICLE IV CLAIMS APPEAL PROCEDURE

Section 4.1 Denial of Claim

If your claim for Training Benefits or any other right or entitlement arising under the Plan is denied or you are dissatisfied with a final determination made by a representative of the Fund, you will be notified in writing concerning the specific reason for the denial and the particular Plan provision on which the denial is based or you may appeal a final decision of a representative of the Fund. Additionally, the Trustees will provide you with an explanation of this claim appeal procedure.

You, or your authorized representative, may review the pertinent documents on which your claim denial is based or the basis for the Fund representative's final decision. If additional information or documentation is necessary for you to perfect your claim, you will be notified and an explanation given as to why additional material is necessary.

If you make a claim for benefits or any other right or entitlement arising out of the Plan and do not receive a decision on your claim within ninety (90) days of filing the claim (or 180 days in special circumstances), you may treat the claim as though it has been denied and request a review of your claim under this procedure.

Section 4.2 Appeal to Board of Trustees

If your claim is denied or if you have been terminated from the Program, you may appeal the denial or termination to the Board of Trustees. To do this, you must submit your written appeal to the Fund Office no later than sixty (60) days after you receive the denial or termination notice. Your appeal should contain whatever additional information and comments you feel supports your position.

The Board of Trustees will make its decision on your appeal at its next regularly scheduled

meeting. However, if your appeal is received less than thirty (30) days before a meeting, the decision on that appeal may be made at the second meeting following receipt of your appeal. Of course, if special circumstances require an extension of the time for processing, the decision may be made at a later meeting.

The Board's decision will be in writing and will include the specific reasons for the decision and specific references to Plan provisions on which the decision is based. This final decision of the Board of Trustees with respect to your appeal shall be final and binding upon you, since the Trustees shall have exclusive authority and discretion to determine all questions of eligibility and entitlement under the Plan.

However, if you disagree with the final decision of the Trustees with respect to your appeal, then you may commence a legal action against this Plan. No legal action of any type may be commenced or maintained against the Plan more than 180 days after the date of the Fund's written letter to you notifying you of the Trustees' decision on appeal. The 180 days is calculated from the date of the Fund's letter; it is not calculated from the date you receive the letter or the date you have knowledge of the Trustees' decision on appeal.

ARTICLE V AFFIRMATIVE ACTION PROGRAM

Section 5.1 Affirmative Action

An analysis of participation by women and minority persons (including individuals age 40 and over, individuals with disabilities, and individuals with different sexual orientations or sexual identities) existing apprenticeship programs indicates that some but not enough of these individuals request applications; still fewer of these individuals complete the application and meet the minimum

requirements; and that, on average, those who are eligible do well in the selection process. In order to increase the number of women and minority individuals who successfully meet the minimum requirements established for admission to Apprenticeship and continuation as Journeyman, the Board of Trustees has adopted and hereby incorporates the Affirmative Action Plan (Prepared by the National Joint Apprenticeship and Training Committee as per National Standards and Policies), along with such Plan's Appendices.

Section 5.2 Nondiscrimination

The commitments contained in this Article are not intended and shall not be used to discriminate against any qualified applicant or Apprentice or Journeyman on the basis of disability (including pregnancy), genetic information, race, color, religion, national origin, sex or sexual orientation (including sexual identity), disability, or age. However, the applicant must be at least 17 years of age to apply and 18 years of age at the time of indenture. This Plan shall take affirmative action to provide equal opportunity in Apprenticeship and Journeyman and will operate the Program as required under applicable law and lawful regulations issued thereunder.

Section 5.3 Complaints

Your Right to Equal Opportunity

It is against the law for a sponsor of an apprenticeship program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If you think that you have been subjected to discrimination, you may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal

opportunity standards with the Massachusetts Commission Against Discrimination (MCAD). The MDAC has four regional offices. Information on filing a complaint can be found online at <https://www.mass.gov/how-to/how-to-file-a-complaint-of-discrimination>. The Springfield office of the MCAD may be contacted at 436 Dwight Street, Room 200, Springfield, Massachusetts 01103, by calling (413) 739-2145, or by email at assistanttochairman@state.ma.us. You may also be able to file complaints directly with the EEOC, The EEOC's Boston Regional Office is located at the John F. Kennedy Federal Building, 475 Government Center, Boston, Massachusetts 02203, and can be contacted by phone at (800) 669-4000. Complaints may also be filed directly with the U.S. Department of Labor at:

U.S. Department of Labor
Office of Apprenticeship
200 Constitution Ave., N.W.
Washington, D.C. 20210
Attn: Apprenticeship EEO Complaints

Or by contacting:

Jose Velazquez, (202) 693-2909
apprenticeshipEEOcomplaints.gov

Each complaint filed must be made in writing and include the following information: (1) Complainant's name, address and telephone number, or other means for contacting the complainant; (2) The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination); (3) A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/ her race, color, religion, sex, sexual orientation, sexual identity, national origin, age (40 or older), genetic information, or disability); and (4) The complainant's signature or the signature of the complainant's authorized representative. An authorized representative could include

origin, age (40 or older), genetic information, or disability); and (4) The complainant's signature or the signature of the complainant's authorized representative. An authorized representative could include a friend, family member, advocate, union, or lawyer. A journeyman or other higher status worker could also file a complaint on your behalf, if you fear losing your job or for your personal safety. The only requirement is that any such representative be authorized by you (the apprentice).

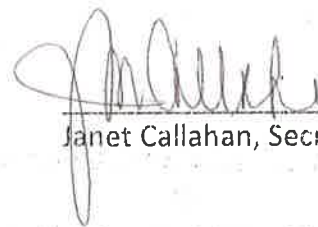
**ARTICLE VI
MISCELLANEOUS BENEFITS**

Section 6 Miscellaneous Benefits

In connection with, or in addition to, any of the benefits provided under this Plan of Benefits, the Training Fund may, in the Trustees' sole discretion, provide other benefits to participants related to legitimate education or training. This includes, but is not limited to, equipment, supplies, books, and other materials, including cash reimbursements, and the cost of any licenses, certifications, or training classes in connection with such education or training."

This certifies that the above Plan was adopted by the Board of Trustees, to be effective on January 1, 2020.


Philip C. Chaffee, Chairman


Janet Callahan, Secretary