

LIUNA MATERNITY DISABILITY BENEFIT PLAN

PLAN DOCUMENT Effective January 1, 2025

Pursuant to its authority under the International Union Constitution of the Laborers' International Union of North America ("LIUNA"), the LIUNA General Executive Board ("Board") hereby establishes the LIUNA Maternity Disability Benefit Plan ("the Plan") effective January 1, 2025. The terms and conditions of the Plan are described in this Plan Document.

Section 1: Purpose of the Plan and this Plan Document

- 1.01 : The Plan is intended by LIUNA to begin addressing the serious financial challenges faced by women members working in the construction industry who are disabled from working by pregnancy and/or childbirth. Mindful that women who are temporarily unable to continue working as construction laborers (including apprentices) due to pregnancy and giving birth lose income, LIUNA is establishing the Plan to replace at least some of that lost income by providing eligible members with up to \$800 per week for up to 14 weeks.
- 1.02 : Benefits under the Plan will be paid solely from LIUNA's general assets for a period of years to be determined as a pilot program. During this pilot, the Board wishes to promote by example the adoption of similar and more expansive maternal disability and leave programs for members by LIUNA health and welfare funds and other types of benefit funds funded through collectively bargained employer contributions.
- 1.03 : This Plan Document includes the rules governing the Plan. It includes rules relating to eligibility, benefits, claims for benefits and appeals, administration of the Plan, and other important matters.

Section 2: Eligibility

- 2.01 : **General Eligibility:** To be eligible for any benefits under the Plan, an individual must:
- (a) be a member in good standing of the Laborers' International Union of North America (LIUNA) for at least one (1) year before expected delivery date at the time that each benefit is payable under the Plan;
 - (b) be a woman who is pregnant on January 1, 2025 or became pregnant after January 1, 2025; and
 - (c) be employed in the unionized construction industry in the United States as a Construction Craft Laborer (including apprentices) and be eligible for benefits under her Local or District Council health and welfare fund.
- 2.02 : **Eligibility for Pre-Birth Disability Benefit:** To be eligible for a Pre-Birth Disability Benefit, a

member must meet the eligibility requirements of Section 2.01 and meet the following additional requirements:

- (a) She must be unable to continue performing her work as a construction industry laborer due to physical limitations related to her pregnancy.
- (b) She must submit to the Plan Administrator a completed Plan Benefit Application.
- (c) She must submit to the Plan Administrator a written and signed certification by the member's treating licensed physician stating that she is unable to continue performing her work as a construction industry laborer due to physical limitations related to her pregnancy. If her employer accommodates her pregnancy by providing light duty work or other means of continuing her income, she will not qualify for benefits under the Plan. If she is an apprentice, she will be expected to continue any classroom training unless the treating physician's certification states that she is unable to sit in a classroom or otherwise unable to participate in training.
- (d) She must not engage in any construction laborer employment while receiving the Pre-Birth Disability Benefit.

2.03 : Eligibility for Post-Birth Maternity Leave Benefit: To be eligible for a Post-Birth Maternity Leave Benefit, a member must meet the eligibility requirements of Section 2.01 and meet the following additional requirements:

- (a) She gave birth to a child on or after January 1, 2025, and submits to the Plan Administrator a copy of the baby's birth certificate.
- (b) She submits to the Plan Administrator a completed Plan Benefit Application.
- (c) She must not engage in construction laborer employment while receiving the Post-Birth Maternity Leave Benefit.

2.04 : Exclusions and Limitations:

- (a) No Benefit is payable under the Plan with regard to the following situations: the member is having a child via surrogacy; the member is adopting a child; the member is providing foster care for a child; and similar situations not causing a disability from working.
- (b) The Benefit amount is not increased for multiple births (*e.g.* twins, triplets).

2.05 : Termination of Eligibility:

- (a) A member who is receiving a Pre-Birth Disability Benefit will cease to be eligible for this Benefit if she is no longer unable to continue performing her work as a construction industry laborer. However, if she again becomes unable to continue performing her work as a construction industry laborer due to physical limitations related to her pregnancy, and has not yet received the maximum benefit, she may submit to the Plan Administrator a Plan Benefit Application and treating physician's

certification (as required by Section 2.02) to resume receiving Pre-Birth Disability Benefit payments.

- (b) A member who ceases to be in good standing with LIUNA before or while receiving Benefit payments will cease to be eligible to receive additional payments.
- (c) A claimant for Benefits who provides the Plan with materially false information regarding her claim may have her eligibility for any Benefits from the Plan terminated by the Plan Administrator.

Section 3: Benefits

- 3.01 : General: This Plan provides two types of Benefits for eligible members: a Pre-Birth Disability Benefit, and a Post-Birth Maternity Leave Benefit. The Maximum Benefit Amount payable to an eligible member for a Pre-Birth Disability Benefit is six (6) weeks. The Maximum Benefit Amount payable to an eligible member for a Post-Birth Disability Benefit is six (6) weeks, but may be extended by two (2) weeks to eight (8) weeks for medical complications, including birth by caesarian section. Both Benefits are a maximum of Eight Hundred Dollars (\$800) per week.
- 3.02 : Both the Pre-Birth Disability Benefit amount and the Post-Birth Maternity Leave Benefit amount will be offset or reduced by the amount of benefits, if any, that the member may receive from any program sponsored by federal, state, or local governments covering disability or maternity leave resulting from pregnancy or childbirth.
- 3.03 : To the extent that the Pre-Birth Disability Benefit and the Post-Birth Maternity Leave Benefit are taxable benefits, the Plan Administrator may be required under Federal and State tax laws to withhold taxes from benefit payments to members. For reporting purposes, an IRS Form 1099- MISC will be sent at the end of a calendar year to a member who received Benefit payments during the year. Prior to receiving any benefits, the member shall be required to complete IRS Form W-4, Employee's Withholding Certificate, to allow LIUNA to withhold the correct income taxes.
- 3.04 : No Vesting, No Assignment: Benefits provided under the Plan are not vested benefits. No member or any other person shall accrue benefits or have any vested right or legally binding entitlement to benefits under this Plan, except with regard to benefit payments actually received and properly paid under this Plan. Until payment is actually and properly made, all benefits are subject to forfeiture through amendment, suspension, or termination of this Plan. No right or entitlement to Benefits under this Plan may be assigned, garnished, attached, anticipated, or otherwise transferred by or to any person or entity.

Section 4: Claims & Appeals

4.01 : Plan Benefit Application

- (a) Benefits under the Plan are payable to a member only if a completed and signed Plan Benefit Application is submitted to the Plan Administrator by or for the member. An eligible member may claim a Pre-Birth Disability Benefit and/or a Post-Birth

Maternity Leave Benefit by submitting a completed and signed Plan Benefit Application to the Plan Administrator by mail or e-mail to the following:

Plan Administrator
LIUNA Maternity Disability
Benefit Plan
905 16th Street, N.W.
Washington, D.C. 20006
Email: maternitydisability@liuna.org

A Plan Benefit Application can be viewed and downloaded from LIUNA's website (www.liuna.org/maternitydisability) or obtained by contacting the Office of the LIUNA General President at 202-737-8320.

- (b) If the eligible member is claiming a Pre-Birth Disability Benefit, her Plan Benefit Application must be accompanied by a written and signed certification by the member's treating physician stating that she is unable to continue performing her work as a construction industry laborer due to physical limitations related to her pregnancy.
- (c) A Plan Benefit Application for a Pre-Birth Disability Benefit may be submitted to the Plan Administrator before the member gives birth. A Plan Benefit Application for a Post-Birth Maternity Benefit must be submitted to the Plan Administrator after childbirth. The deadline for filing either Plan Benefit Application is the date six (6) calendar months after the member gives birth.

4.02 : Processing of Claims

- (a) Each Plan Benefit Application received by the Plan Administrator will be promptly reviewed by the Plan Administrator and staff. A decision on whether Benefits are payable to the member under the Plan will be made within a reasonable time, normally within thirty (30) days after receipt of the Application. The Plan Administrator may extend this period to obtain information needed to determine eligibility or make other determinations. In the event that such an extension is necessary, a written notice and explanation of the extension will be provided to the member.
- (b) Once the Plan Administrator determines that a Benefit is payable to the member, payment of the Benefit will begin as soon as reasonably practicable. The Plan Administrator may set a regular schedule for the payment of Benefits (*e.g.*, first day of a calendar month). If practicable, Benefits may be paid by check or direct deposit, at the option of the member.
- (c) In the event that a claimant's Plan Benefit Application is denied, in whole or in part, by the Plan Administrator, a written notice of denial of claim will be sent by the Plan Administrator to the claimant. The notice will include: the specific reason(s) for the denial; a reference to the specific Plan provisions on which the denial was based; description of any additional materials or information necessary to process the claim and an explanation of why such material or information is necessary; a description of

the Plan's procedures for a full and fair review, including the applicable time limits in which the claimant may file an appeal after an adverse appeals decision; and, if the denial is based on an internal rule, guideline, protocol or other similar criteria or a statement that such information will be provided without charge upon request.

4.03 : Appeals

- (a) If a claim is denied, in whole or in part, or if no response to a claim has been received from the Plan Administrator within thirty (30) days of receipt of the Plan Benefit Application, the claimant may appeal for a review of the claim by the LIUNA General Executive Board or by a committee thereof designated to consider appeals. The appeal must be submitted in writing to the Plan Administrator within sixty (60) days following receipt of the notice of denial by the claimant, or within sixty (60) days following the Plan Administrator's failure to provide a response. The appeal must state clearly the reason(s) for the appeal and must be accompanied by any documents or other proof being offered in support of the appeal. If an appeal is not received within the sixty (60) day appeal period, the claimant will be deemed to have waived her right of appeal, and the Plan Administrator's decision regarding the claim shall be deemed final and binding.
- (b) An appeal will be reviewed by the General Executive Board, or by a committee thereof designated to consider appeals. Normally the Board or committee will decide the appeal within sixty (60) days of receipt of the appeal by the Plan Administrator, subject to the right of the Board or committee to extend this period to obtain needed information.
- (c) Once the Board or committee makes a decision on the appeal, a written notice and explanation of that decision will be promptly sent to the claimant by the Plan Administrator. If the decision is to deny the appeal in whole or in part, the notice and explanation will include the following information: the specific reason(s) for the denial; a reference to the specific Plan provisions on which the denial was based; description of any additional materials or information necessary to process the claim and an explanation of why such material or information is necessary; and a description of any further recourse under law that the claimant may have. The General Executive Board's (or committee's) decision shall be deemed final and binding. No legal action may be commenced against the Plan, the Plan Administrator, the Board, or LIUNA unless the claimant has exhausted the claim and appeals procedure.

Section 5: Plan Administration

- (a) The statutory "named fiduciary" and "plan administrator" of the Plan, for purposes of ERISA, is LIUNA. On behalf of LIUNA, the LIUNA General Executive Board shall have exclusive authority, power and discretion:
 - (1) to adopt any administrative rules, forms, policies or practices necessary or appropriate to properly administer the plan;
 - (2) to delegate administrative functions and authority to the Administrator;

- (3) to interpret and apply this Plan Document and any administrative rules, forms, policies and practices, including the right and discretion to construe ambiguous, unclear, contradictory, or implied but omitted terms;
 - (4) to decide all questions of fact and law regarding the Plan and its administration, including benefit claims;
 - (5) to bind all Participants, Beneficiaries, and other persons by its decisions regarding the Plan;
 - (6) to perform such acts and exercise such authority as is granted by this Plan Document; and
 - (7) to perform any other act or to exercise any other power as it deems necessary or appropriate for the proper administration of the Plan.
- (b) The Board has designated the LIUNA General President as the “Plan Administrator” to conduct the day-to-day administration of the Plan. The Plan Administrator shall have discretionary authority to delegate or assign any of his duties, responsibilities, and authority with regard to the Plan, subject to his supervision. All questions concerning this Plan, including requests for documents, should be directed to the Plan Administrator.
- (c) The Plan Administrator’s office is located in the office of the General President in LIUNA’s headquarters building at 905 16th Street, N.W., Washington, D.C. 20006.
- (d) LIUNA shall indemnify the Board and the Plan Administrator, through insurance or otherwise, against any personal liability and defense costs regarding the performance of their duties under this Plan to the full extent not prohibited by ERISA, other federal law, and LIUNA’s International Union Constitution and internal governance rules.

Section 6: Funding

- (a) Benefits under the Plan are paid solely from LIUNA’s general assets. LIUNA may establish and maintain a separate bank account or may maintain a separate account in its books and records with regard to the Plan, provided that any such account shall be an asset of LIUNA and not of the Plan.
- (b) No employer contributions are required or permitted by the Plan.
- (c) The Plan itself shall have no assets. The Benefits are not paid from assets held in trust by or for the Plan, nor are they insured by an insurance company.

Section 7: Regulatory Status

The Plan is an employee welfare benefit plan regulated by the Employee Retirement Income Security Act (“ERISA”) because it is a plan of welfare benefits established and maintained by LIUNA for a portion of its members. It is also an unfunded union dues financed plan for purposes of ERISA and regulations thereunder.

Section 8: Plan's Right to Truthful and Complete Information

- 8.01 : A claimant for Benefits under the Plan shall provide the Plan Administrator, upon request, with any information that the Plan Administrator deems necessary or appropriate to process a claim for Benefits. Benefits may be withheld if a claimant refuses or fails to comply with such a request.
- 8.02 : The provision of materially false and fraudulent information to the Plan with the intent to obtain Benefit payments to which a claimant is not entitled under the Plan's rules is unlawful under ERISA. Any claimant providing such information will be liable to the Plan for any Benefits paid and expenses incurred by the Plan in reliance on the information.
- 8.03 : To the full extent permitted by ERISA, the Plan shall have the right to recover any Benefit payments made in reliance on the information plus interest and expenses of recovery including attorneys' fees.

Section 9: Amendment & Termination of the Plan

- 9.01 : LIUNA's General Executive Board has full discretionary authority to amend the terms of the Plan in any respect and at any time, and to set the effective date of any amendment which may be retroactive or prospective..
- 9.02 : LIUNA's General Executive Board has full discretionary authority to suspend or terminate the Plan for any reason and at any time, and to set the effective date thereof.

Section 10: Required Plan Information

- 10.01 : The Plan is an unfunded employee welfare benefit plan under ERISA. Benefits are paid directly from LIUNA's general assets.
- 10.02 : The "plan sponsor" for purposes of ERISA is LIUNA.
- 10.03 : The Employer Identification Number of LIUNA is 53-088501.
- 10.04: The Plan Number is 605.
- 10:05: The statutory "plan administrator" for purposes of ERISA is LIUNA.
- 10.06 : The day-to-day administration of the Plan is conducted by the Plan Administrator. The Plan Administrator shall have discretionary authority to delegate or assign any of his duties, responsibilities and authority with regard to the Plan, subject to his supervision. The Plan Administrator's office is located at 905 16th Street, N.W., Washington, D.C. 20006.
- 10.07 : The Plan Year and Fiscal Year of the Plan is January 1-December 31.
- 10.08 : The agent for service of legal process is the General Counsel of LIUNA, 905 16th Street, Washington, D.C. 20006.

Section 11: Participants' ERISA Rights

Regulations issued by the U.S. Department of Labor require that the Plan's descriptive document include the following statement of ERISA rights and responsibilities that is contained in the regulations.

(a) Receive Information about the Plan and Benefits

ERISA provides that all plan participants shall be entitled to:

- (1) 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, if applicable, 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 Benefits Security Administration (formerly Pension and Welfare Benefits Administration), if the plan is required to file such a report.
- (2) 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), if the plan is required to file such a report, and updated summary plan description. The administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the plan's annual financial report, if the plan is required to file such reports. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

(b) 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 welfare benefit or exercising your rights under ERISA.

(c) Enforce Your Rights

If your claim for a 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 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 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 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.

(d) 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 or other laws affecting employee welfare benefit plans, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, EBSA, 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 of the U.S. Department of Labor. You may also visit the EBSA's website at www.dol.gov/ebsa for additional information concerning EBSA offices and ERISA.

Adopted by the LIUNA General Executive Board at its meetings held on November 18 and December 5, 2024.

Brent Booker, General President