

Upstate New York Engineers Pension Fund

POLICY ON RETURN OF MISTAKEN CONTRIBUTIONS

WHEREAS, the Trustees recognize that contributing Employers may, from time to time, mistakenly overpay their obligations to the Fund under the Collective Bargaining Agreement or other written agreement; and

WHEREAS, under Section 403(c)(2)(A)(ii) of ERISA, and under Article VII, Section 3 of the Restated Agreement and Declaration of Trust of the Upstate New York Engineers Pension Fund, such mistaken payments may be returned, at the sole discretion of the Trustees, within six months after the Trustees determine that such contributions were made by mistake; and

WHEREAS, the Trustees have determined that it is prudent and necessary to establish a limit on the time period for which mistaken contributions may be retroactively returned to Employers, to facilitate accurate accounting and actuarial evaluation so that the financial security of the Fund is not jeopardized; and

WHEREAS, after due consideration, the Trustees have established this Policy on Return of Mistaken Contributions, to be uniformly applied to all contributing Employers;

NOW, THEREFORE, the below Policy is adopted, effective on the 12th day of December, 2024.

1. Mistaken contributions may be returned to a contributing Employer only after the Trustees, in their sole and

exclusive discretion, are satisfied that such contributions were made by mistake.

2. For the purposes of this policy, a return of contributions generally means a credit against the Employer's future contribution obligation to the Fund. For example, if the Trustees determine that an Employer is entitled to a refund of \$100 and advise the Employer of such a determination in writing, then that \$100 will be credited towards the Employer's next monthly contribution obligation to the Fund. Notwithstanding the foregoing, in appropriate circumstances a refund may instead be paid to the Employer, but only as determined by the Trustees in their exclusive discretion.

3. The Trustees may require any Employer claiming that it made contributions by mistake to provide such proof as is necessary in the opinion of the Trustees, to demonstrate that such contributions were made by mistake. The Trustees may require the Employer to pay the expenses of an independent auditor, chosen by the Trustees, to certify to the amount claimed.

4. Mistaken contributions may only be returned by the Fund to an Employer within six (6) months after the Board, or a duly appointed subcommittee of the Board, determines that the contribution was made by mistake, but only if a written claim is made by the Employer for the refund of such contribution within thirty-six (36) months after the contribution was received by the Fund. In no event will any

contribution be refunded without a written request by the Employer to the Fund for the return of such mistaken contribution.

Notwithstanding, if the mistaken contribution is uncovered as the result of a payroll audit undertaken by the Fund, the refund period is extended beyond the initial thirty-six (36) months to include the amount of time taken for the audit. In such event, the Employer's written claim must be made within three (3) months of the Employer's receipt of a final payroll audit report noting the mistaken contribution. However, the refund period for a mistaken contribution in connection with a payroll audit will be extended pursuant to this Section only if the Trustees determine, in their sole and absolute discretion, that the Employer fully and timely cooperated with the conduct of the audit.

5. Because it is the Employer's responsibility to submit accurate contribution reports and contributions to the Fund, it is the Employer's responsibility to timely perform its own internal audit of its remittances so as to discover any errors in time to request a refund under this Policy. An Employer should not rely on the payroll audits conducted by the Fund to identify erroneous payments.

6. No mistaken contribution will be returned if a participant has been given notification of pension credit as a result of the mistaken contribution or received a benefit based on the mistaken contribution. Alternatively, in the Trustees' sole and exclusive discretion, the Trustees may provide a refund of mistaken

contributions, to the extent of benefits that have not been paid, on the condition that the Employer executes an indemnification agreement in a form and manner required by the Fund.

7. In no event shall the amount of a returned mistaken contribution exceed the amount of the Employer's original benefit contribution; no interest or other increase in value of the mistaken contribution shall be returned.

8. The gross amount of any approved refunded contribution shall be subject to offset for any unresolved discrepancies, including assessed but unpaid damages, interest, audit fees, or attorney's fees and costs.

9. No Employer is entitled to take a unilateral credit for claimed mistaken contributions. Such contributions will be returned only after the Trustees, in their sole and absolute discretion, determine that: (1) a mistake has been made; and (2) the return of such contributions will not jeopardize the financial security of the Fund.

10. Contributions shall not be returned to any Employer who is not currently signatory to a contract providing for contributions to the Fund.

11. Notwithstanding anything in this Policy, in the case of an Employer's using an incorrect contribution rate or making a mathematical error on the contribution report, the Fund Manager shall make the initial determination as to whether the Employer is entitled to a refund under this Policy without having to seek Board approval. If a written claim

for a return of mistaken contributions is denied by the Fund Manager pursuant to this paragraph, in whole or in part, a formal written notification of the denial shall be forwarded to the Employer setting forth the grounds for the denial of the request. In addition, the Employer shall be advised of its right to appeal the Fund's denial to the Trustees within fifteen (15) days, which appeal will be heard at the Trustees' next regularly scheduled meeting.

12. In the case of an Employer's contributing to the wrong Fund, on behalf of the wrong employee(s), or an overpayment based on an incorrect number of hours, or seeking a return for any reason other than those delineated paragraph 11, the Employer's written claim for a refund shall be determined by the Trustees at their next regularly scheduled meeting.

This certifies that the above Policy was adopted on the 12th day of December, 2024, to be effective on the date first specified above.

UPSTATE NEW YORK ENGINEERS PENSION FUND

DATED: 12/12/2024



UNION TRUSTEE

DATED: 12/12/2024



EMPLOYER TRUSTEE

Upstate New York Engineers Health Fund

POLICY ON RETURN OF MISTAKEN CONTRIBUTIONS

WHEREAS, the Trustees recognize that contributing Employers may, from time to time, mistakenly overpay their obligations to the Fund under the Collective Bargaining Agreement or other written agreement; and

WHEREAS, under Section 403(c)(2)(A)(ii) of ERISA, and under Article VII, Section 3 of the Restated Agreement and Declaration of Trust of the Upstate New York Engineers Health Fund, such mistaken payments may be returned, at the sole discretion of the Trustees, within six months after the Trustees determine that such contributions were made by mistake; and

WHEREAS, the Trustees have determined that it is prudent and necessary to establish a limit on the time period for which mistaken contributions may be retroactively returned to Employers, to facilitate accurate accounting and actuarial evaluation so that the financial security of the Fund is not jeopardized; and

WHEREAS, after due consideration, the Trustees have established this Policy on Return of Mistaken Contributions, to be uniformly applied to all contributing Employers;

NOW, THEREFORE, the below Policy is adopted, effective on the 12th, day of December, 2024.

1. Mistaken contributions may be returned to a contributing Employer only after the Trustees, in their sole and

exclusive discretion, are satisfied that such contributions were made by mistake.

2. For the purposes of this policy, a return of contributions generally means a credit against the Employer's future contribution obligation to the Fund. For example, if the Trustees determine that an Employer is entitled to a refund of \$100 and advise the Employer of such a determination in writing, then that \$100 will be credited towards the Employer's next monthly contribution obligation to the Fund. Notwithstanding the foregoing, in appropriate circumstances a refund may instead be paid to the Employer, but only as determined by the Trustees in their exclusive discretion.

3. The Trustees may require any Employer claiming that it made contributions by mistake to provide such proof as is necessary in the opinion of the Trustees, to demonstrate that such contributions were made by mistake. The Trustees may require the Employer to pay the expenses of an independent auditor, chosen by the Trustees, to certify to the amount claimed.

4. Mistaken contributions may only be returned by the Fund to an Employer within six (6) months after the Board, or a duly appointed subcommittee of the Board, determines that the contribution was made by mistake, but only if a written claim is made by the Employer for the refund of such contribution within thirty-six (36) months after the contribution was received by the Fund. In no event will any

contribution be refunded without a written request by the Employer to the Fund for the return of such mistaken contribution.

Notwithstanding, if the mistaken contribution is uncovered as the result of a payroll audit undertaken by the Fund, the refund period is extended beyond the initial thirty-six (36) months to include the amount of time taken for the audit. In such event, the Employer's written claim must be made within three (3) months of the Employer's receipt of a final payroll audit report noting the mistaken contribution. However, the refund period for a mistaken contribution in connection with a payroll audit will be extended pursuant to this Section only if the Trustees determine, in their sole and absolute discretion, that the Employer fully and timely cooperated with the conduct of the audit.

5. Because it is the Employer's responsibility to submit accurate contribution reports and contributions to the Fund, it is the Employer's responsibility to timely perform its own internal audit of its remittances so as to discover any errors in time to request a refund under this Policy. An Employer should not rely on the payroll audits conducted by the Fund to identify erroneous payments.

6. No mistaken contribution will be returned if a participant has been given notification of benefits as a result of the mistaken contribution or received a benefit based on the mistaken contribution. Alternatively, in the Trustees' sole and exclusive discretion, the Trustees may provide a refund of mistaken contributions, to the extent

of benefits that have not been paid, on the condition that the Employer executes an indemnification agreement in a form and manner required by the Fund.

7. In no event shall the amount of a returned mistaken contribution exceed the amount of the Employer's original benefit contribution; no interest or other increase in value of the mistaken contribution shall be returned.

8. The gross amount of any approved refunded contribution shall be subject to offset for any unresolved discrepancies, including assessed but unpaid damages, interest, audit fees, or attorney's fees and costs.

9. No Employer is entitled to take a unilateral credit for claimed mistaken contributions. Such contributions will be returned only after the Trustees, in their sole and absolute discretion, determine that: (1) a mistake has been made; and (2) the return of such contributions will not jeopardize the financial security of the Fund.

10. Contributions shall not be returned to any Employer who is not currently signatory to a contract providing for contributions to the Fund.

11. Notwithstanding anything in this Policy, in the case of an Employer's using an incorrect contribution rate or making a mathematical error on the contribution report, the Fund Manager shall make the initial determination as to whether the Employer is entitled to a refund under this Policy without having to seek Board approval. If a written claim

for a return of mistaken contributions is denied by the Fund Manager pursuant to this paragraph, in whole or in part, a formal written notification of the denial shall be forwarded to the Employer setting forth the grounds for the denial of the request. In addition, the Employer shall be advised of its right to appeal the Fund's denial to the Trustees within fifteen (15) days, which appeal will be heard at the Trustees' next regularly scheduled meeting.

12. In the case of an Employer's contributing to the wrong Fund, on behalf of the wrong employee(s), or an overpayment based on an incorrect number of hours, or seeking a return for any reason other than those delineated paragraph 11, the Employer's written claim for a refund shall be determined by the Trustees at their next regularly scheduled meeting.

This certifies that the above Policy was adopted on the 12/12 day of December, 2024, to be effective on the date first specified above.

UPSTATE NEW YORK ENGINEERS HEALTH FUND

DATED: 12/12/24


UNION TRUSTEE

DATED: 12/12/24


EMPLOYER TRUSTEE

Upstate New York Engineers S.U.B. Fund

POLICY ON RETURN OF MISTAKEN CONTRIBUTIONS

WHEREAS, the Trustees recognize that contributing Employers may, from time to time, mistakenly overpay their obligations to the Fund under the Collective Bargaining Agreement or other written agreement; and

WHEREAS, under Section 403(c) (2) (A) (ii) of ERISA, and under Article VII, Section 3 of the Restated Agreement and Declaration of Trust of the Upstate New York Engineers S.U.B. Fund, such mistaken payments may be returned, at the sole discretion of the Trustees, within six months after the Trustees determine that such contributions were made by mistake; and

WHEREAS, the Trustees have determined that it is prudent and necessary to establish a limit on the time period for which mistaken contributions may be retroactively returned to Employers, to facilitate accurate accounting and actuarial evaluation so that the financial security of the Fund is not jeopardized; and

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3. The Trustees may require any Employer claiming that it made contributions by mistake to provide such proof as is necessary in the opinion of the Trustees, to demonstrate that such contributions were made by mistake. The Trustees may require the Employer to pay the expenses of an independent auditor, chosen by the Trustees, to certify to the amount claimed.

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of benefits that have not been paid, on the condition that the Employer executes an indemnification agreement in a form and manner required by the Fund.

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UPSTATE NEW YORK ENGINEERS S.U.B. FUND

DATED: 12/12/2024



UNION TRUSTEE

DATED: 12/12/2024



EMPLOYER TRUSTEE