



**Brooklyn, IA**

**Short Term Disability Plan  
Document**

**&**

**Summary Plan Description**

Restated: January 1, 2018

**MANATTS, INC.**  
**SHORT TERM DISABILITY PLAN DOCUMENT & SUMMARY PLAN DESCRIPTION**  
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## INTRODUCTION

The Manatts, Inc. Short Term Disability Plan (the "Plan") has been established by Manatts, Inc. (the "Employer") for the benefit of its eligible employees and the eligible employees of its affiliates and is designed to replace a portion of your earnings should you become disabled. It is important that you understand the Plan in order to use it effectively. You are encouraged to take time to read this Plan document and summary plan description to gain a basic understanding of your benefits.

Although certain disabilities are unavoidable and beyond your control, you can reduce the risk of becoming disabled by using the following guidelines:

**Practice Good Health Habits.** Staying healthy is the best way to reduce the risk of becoming disabled. Eat a balanced diet, exercise regularly, and get enough sleep. Learn how to handle stress, stop smoking, and avoid excessive use of alcohol.

**See Your Doctor Early.** Do not let a minor problem become a major one. This makes treatment more difficult and expensive and may extend the length of time it takes you to recover.

**Talk to Your Doctor.** Discuss the need for treatment with your doctor. In order to make wise health care decisions, you must understand the treatment and any risks or complications involved.

If you have any questions about your health care or the Plan of benefits, please contact Manatts' Human Resources Department between 8:00 am and 5:00 pm Central Standard Time, Monday through Friday. If calling after hours, please leave a detailed message on our automated voicemail. The Human Resources Department is here to serve you; we will be pleased to answer your questions.

The purpose of the Plan document is to set forth the provisions of the Plan which provide for the payment or reimbursement of all or a portion of eligible Weekly Disability Indemnity Benefits. It is intended that the terms of this Plan are legally enforceable and that the Plan be maintained for the exclusive benefit of eligible Employees. It is further the intention of the Employer that the Plan qualifies as an accident and health Plan within the meaning of Section 105(e) of the Internal Revenue Code of 1986, as amended, and that the benefits payable under the Plan be eligible for exclusion under the Internal Revenue Code of 1986, as amended.

This Plan, as originally established effective January 1, 1995, and as subsequently amended and restated, is hereby amended and restated effective January 1, 2018, and follows:

## DEFINITIONS

**Accident:** A bodily Injury sustained independently of all other causes that is sudden, direct, and unforeseen, and is exact as to time and place.

**Active Employment:** An Employee will be considered in Active Employment on any day he or she performs in the customary manner all of the regular duties of his or her employment. An Employee will be deemed in Active Employment on each day of regular paid vacation or on a regular non-working day on which he/she is not Totally Disabled, provided he/she was in Active Employment on the last preceding regular work day.

**Amendment:** A formal document that changes the provisions of the Plan Document, duly signed by the authorizing person or persons as designated by the Plan Administrator.

**Basic Weekly Earnings:** The regular salary or wage (not including commissions, bonuses, overtime, or special compensation) in effect on the date Total Disability commenced.

**Calendar Year:** The twelve (12) consecutive month period beginning on January 1 and ending on December 31.

**Company:** Manatts, Inc. and such of its subsidiaries and affiliates as are listed in Appendix "A" attached to and made part of this Plan. Any Company listed in Appendix "A" may be designated by the term "Company." All references to the term "Sponsoring Company" shall only include Manatts, Inc.

**Coverage:** The benefits under this Plan which compensate for loss as provided in the Plan Document.

**Covered Person/Employee:** An Employee meeting the Plan's eligibility requirements for Coverage and who is properly enrolled in the Plan.

**Effective Date:** This Plan was originally effective January 1, 1995. The effective date of the amendment and restatement of the Plan is January 1, 2018.

**Full-time Employee:** An Employee who is scheduled to work twelve (12) months of the year and at least 1,000 hours during the Plan Year. This does not include any person who is employed by the Company on a part-time or part-time seasonal basis.

**Full-time Seasonal Employee:** An Employee who is scheduled to be laid off at the conclusion of the construction season but is expected to return at the beginning of the next consecutive construction season. Full-time Seasonal Employees must work at least 1,000 hours during the Plan Year. This does not include any person who is employed by the Company on a part-time or part-time seasonal basis.

**Injury:** Sudden and instant damage to the body which is unintended and undersigned by the individual and which results directly from and independently of all other causes of loss covered by the Plan.

**Period of Disability:** The duration the Covered Employee remains continuously Totally Disabled. Successive periods of Total Disability are considered as follows:

1. Two (2) or more periods of disability due to the same cause will be considered one period of disability unless separated by a return to Active Service for a period of at least two (2) continuous weeks.
2. Two (2) or more periods of disability due to unrelated causes will be considered one period of disability unless separated by a return to Active Service.

**Physician:** A licensed Doctor of Medicine or Doctor of Osteopathy.

**Plan Administrator:** The Sponsoring Company that is responsible for the day-to-day functions and arrangements of the Plan. The Plan Administrator may also employ persons or firms to process claims and perform other Plan-related services.

**Plan Year:** A Calendar Year.

**Provider:** A licensed medical professional practicing within the scope of their license and recognized by the Plan as a covered Provider.

**Third Party Administrator (TPA):** The organization contracted by the Company to process claims, maintain Plan data, and perform other Plan connected services.

**Totally Disabled/Total Disability:** Disability caused solely by sickness or Injury which prevents a Covered Employee from performing the material and substantial activities of his occupation; however, a covered employee will not be considered Totally Disabled until he is seen, treated by, and determined to be Totally Disabled by a Doctor of Medicine (M.D.) or a Doctor of Osteopathic Medicine (D.O.) for the condition causing the disability.

**Waiting Period:** The period of time which is uninterrupted by absence due to Illness or Injury during which an Employee must be continuously actively at work in an eligible class before becoming covered under this Plan.

### **SCHEDULE OF WEEKLY DISABILITY INDEMNITY BENEFITS**

The Weekly Disability Indemnity Benefits payable for Covered Employees will be determined in accordance with the following Schedule of Benefits. This Schedule applies to each Covered Employee separately.

**Maximum Weekly Indemnity** \$400

**Benefits will start:**

#### **Accident**

The 1<sup>st</sup> day of disability due to an Accident.

#### **Illness**

The 8<sup>th</sup> day of disability due to an illness.

The 1<sup>st</sup> day of disability due to an illness resulting in confinement to a hospital on an in-patient basis.

**Maximum Benefit Period** 26 weeks

### **PREGNANCY PROVISIONS**

The following provisions apply only to eligible female employees, regardless of any other provisions in this document:

1. Expenses incurred by you as a result of pregnancy will be treated on the same basis as expenses for any sickness or disability.
2. The weekly disability benefit payable for a disability caused by pregnancy will be the same weekly disability payable for a disability caused by sickness.

### **NAMED FIDUCIARY AND PLAN ADMINISTRATOR**

The Fiduciary and Plan Administrator is the Sponsoring Company, who shall have authority to control and manage the operation and administration of the Plan. The Plan Administrator may delegate responsibilities for the operation and administration of the Plan. The Sponsoring Company shall have the authority to amend or terminate the Plan at any time and for any reason, to determine its policies, and to appoint and/or remove a Third Party Administrator.

### **PLAN INTERPRETATION AND ADMINISTRATION**

The Fiduciary and the Plan Administrator have full discretionary authority to interpret and apply all Plan provisions, including, but not limited to, all issues concerning eligibility for and determination of benefits. The Plan Administrator may contract with a Third Party Administrator to process claims, maintain Plan data, and perform other Plan connected services; however, final authority to construe and apply the provisions of the Plan rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding. In the event that the Sponsoring Company terminates the Plan, then as of the effective date of termination, the Company and Covered

Employees shall have no further obligation to make additional contributions to the Plan with respect to claims incurred beyond the termination date of the Plan.

The Sponsoring Company shall pay all expenses authorized and incurred by the Plan Administrator in the administration of the Plan.

The Plan Administrator may adopt such rules of general applicability as it deems necessary, desirable, or appropriate in the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant or his or her legal representative or the Company.

### **PROTECTION AGAINST CREDITORS**

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Sponsoring Company shall find that such an attempt has been made with respect to any payment due or to become due to any Covered Person, the Sponsoring Company in its sole discretion may terminate the interest of such Covered Person or former Covered Person, as the Sponsoring Company may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment.

### **PLAN AMENDMENTS**

This document contains all the terms of the Plan and may be amended from time to time by the Sponsoring Company. Any changes so made shall be binding on each Covered Person and on any other Covered Persons referred to in this Plan Document.

### **TERMINATION OF THE PLAN**

The Sponsoring Company reserves the right at any time to terminate the Plan by a written instrument to that effect. All previous contributions by the Company shall continue to be issued for the purpose of paying benefits under the provisions of this Plan with respect to claims arising before such termination, or shall be used for the purpose of providing similar indemnity benefits to Covered Employees, until all contributions are exhausted.

### **PLAN IS NOT A CONTRACT**

This Plan Document constitutes the entire Plan. The Plan will not be deemed to constitute a contract of employment or give any Employee of the Company the right to be retained in the service of the Company or to interfere with the right of the Company to discharge or otherwise terminate the Employment of any Employee.

### **ERISA**

It is the intention of the Employer to establish hereby a program of benefits constituting an "Employee Welfare Benefit Plan" under the Employee Retirement Income Security Act of 1974 and any amendments thereto.

### **CONTRIBUTIONS TO THE PLAN**

Contributions to the Plan are to be made as follows:

The Employee decides if the coverage is contributory or non-contributory.

If the plan is non-contributory (Employer pays the premium), then the Weekly Disability Benefit is taxable.

If the plan is contributory (the Employee pays \$1 per month or \$12 annually), then the Weekly Disability Benefit is tax free.

Employee may enroll in coverage upon initial enrollment or prior to January 1<sup>st</sup> each year, thereafter, to have Company pay cost of premium.

The Company shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Company and the amount to be contributed (if any) by each Covered Employee.

Notwithstanding any other provisions, the Company's obligation to pay claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said claims in accordance with these procedures shall discharge completely the Company's obligation with respect to such payments.

In the event that the Sponsoring Company terminates the Plan, then as of the effective date of termination, the Company and Covered Employees shall have no further obligation to make additional contributions to the Plan with respect to claims incurred beyond the termination date of this Plan.

Unless the Sponsoring Company establishes a trust or other funding medium for providing the benefits to be paid by the Plan, all benefit payments shall be paid from the general assets of the Sponsoring Company.

## **ELIGIBILITY FOR COVERAGE**

### **Employee Eligibility**

Employees eligible for coverage under the Plan shall include:

Full-time and Full-time Seasonal Employees of the Company

New Full-time and Full-time Seasonal employees who work at least 1,000 hours in any Plan Year are eligible for this coverage January 1<sup>st</sup> of the following Plan Year or the 1<sup>st</sup> of the month following return to work after meeting the 1,000 hour requirement the previous Plan Year.

### **Delayed Effective Date for Coverage**

If you are absent from active full time work because of an Injury or sickness on the date you would otherwise become eligible for benefits, the effective date of such coverage will be deferred until the first of the month following the date on which you return to active full time work.

### **Full-Time Seasonal Employees**

Full-Time Seasonal Employees are also covered during lay off if they are not eligible for unemployment benefits due to Accident or sickness.

## **TERMINATION OF COVERAGE**

### **Termination of Covered Employee's Coverage**

Except as provided in the Plan's extension of benefits provision, Coverage will terminate on the date in which the earliest of the following occurs:

1. The date the Employee ceases to be in a class eligible for Coverage;
2. The end of the Plan Year in which the Employee does not satisfy the Plan's 1,000-hour requirement;
3. The date the Employee enters the military of any country or international organization on a full-time basis (this does not include scheduled drills or other training which does not exceed one (1) month in any calendar year);
4. The last day of the period for which contributions were made (if the Covered Person failed to remit required contributions for his or her Coverage);
5. The last day of the month in which the Employee's active employment terminates;

6. The date the Employee dies; or
7. On the date Employee's employment with the Company terminates. However, in the event of absence from work because of disability or an approved leave of absence at the time of Employee's termination, Employee's coverage may, at the option of the Company, be continued for the remainder of that period of disability, subject to the limits in the policy.
8. The date this Plan terminates.

### **Termination of Coverage Due To Misrepresentation**

If it is discovered that an Employee has supplied incomplete and/or incorrect information or statements regarding himself/herself on material submitted to the Company or Plan Administrator, Employee's Coverage under the Plan may be rescinded retroactively to the Employee's effective date of Coverage, upon written notice to the Employee.

## **WEEKLY DISABILITY INDEMNITY BENEFITS**

### **Benefits Payable**

If an Employee becomes Totally Disabled, the Plan will pay to such Employee the applicable Weekly Disability Indemnity Benefit stated in the Schedule during the continuance of such disability. Such benefits payable shall be subject to all of the following conditions:

1. The Employee's sickness or Injury, which is the cause of Total Disability, occurs or commences while the Employee is covered under the Plan.
2. The Employee's disability is the result of a non-work related sickness or Injury.
3. The Employee's sickness or Injury prevents the Employee from performing all of Employee's usual and customary duties of Employee's occupation.
4. Benefits becoming payable under the Plan will commence only after the completion of the applicable Waiting Period stated in the Schedule of Weekly Disability Indemnity Benefits (the Employee must have remained Totally Disabled during the entire Waiting Period).
5. Payment of the Weekly Disability Indemnity Benefit will not exceed the Maximum Weekly Indemnity as stated in the Schedule of Weekly Disability Indemnity Benefits.
6. The Weekly Disability Indemnity Benefit amount will not be payable for a period of time longer than the Maximum Indemnity Period stated in the Schedule of Weekly Disability Indemnity Benefits, for any one (1) Period of Disability for any Covered Employee.
7. The Employee has seen and been treated by a Physician and remains under the regular and continuous care of a Physician during Employee's Period of Disability. Such care and treatment must be for the condition which is the cause of Employee's Total Disability.
8. The Plan must receive written notice of claim and written proof of Total Disability as soon as reasonably possible.

### **Prorated Benefits**

Weekly Disability Indemnity Benefits which are payable for periods which are less than one (1) week, will be paid on the basis of 1/7<sup>th</sup> of the Weekly Disability Indemnity Benefit for each day of Total Disability.



## Payment Termination

Benefits payable under the Plan will cease on the date the earliest of the following occurs:

1. The date the Covered Employee's Period of Disability ends (unless a recurring Disability exists as described below);
2. The date the Covered Employee performs any work for wage or profit;
3. The date the Covered Employee fails to provide any required proof of Total Disability;
4. The date the Covered Employee ceases to be under the care of a Physician;
5. The date the Covered Employee's Maximum Indemnity Period ends;
6. The date the Covered Employee dies; or
7. The date the Covered Employee becomes eligible for unemployment benefits.

## Recurring Disability

Two (2) or more periods of disability due to the same cause will be considered one period of disability unless separated by a return to Active Service for a period of at least two (2) continuous weeks.

Two (2) or more periods of disability due to unrelated causes will be considered one period of disability unless separated by a return to Active Service.

All Recurring Disabilities will be treated as if the Covered Employee's initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. A new Period of Disability will not be established. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Maximum Indemnity Period established for the initial Disability.

## WEEKLY DISABILITY INDEMNITY LIMITATIONS AND EXCLUSIONS

Benefits will not be payable for any Total Disability resulting from, or for, the following:

1. **Criminal Activity.** You are not covered for a disability caused or contributed to by committing or attempting to commit a civil or criminal battery or felony, or taking part in a riot or disorder (meaning taking an active part in common with three (3) or more others by using or threatening to use force or violence without authority of law).
2. **General.** Benefits will no longer be payable to the Covered Employee at the end of the day on which such Employee ceases to be Totally Disabled.
3. **No-Fault Automotive Insurance.** No benefits are payable for any disability for which benefits are paid under a no-fault automotive insurance policy.
4. **Self-inflicted Injuries.** You are not covered for a disability caused or contributed to by an intentionally self-inflicted injury, while sane or insane.
5. **Physician Care.** Any period during which the Covered Employee is not under the regular continuous care of a Physician.
6. **Work Related.** Charges for Accident or illness occurring during or arising from your course of employment by the Company or payable under Worker's Compensation or an occupational disease

act or law. Charges for Accident or illness occurring during or arising from your course of any employment of any kind (self-employment included), anywhere, for compensation or profit. Benefits will be reduced by any benefits payable under any state sponsored compulsory disability plans. If work-related benefits are paid by the Plan, the Plan has the right to seek reimbursement.

7. **Work Cessation.** Any period of disability occurring during any period that the Employee is laid off, or on a leave of absence, or work stoppage due to collective bargaining, except as otherwise provided under the Plan.
8. **War.** You are not covered for a disability caused or contributed to by war or any act of war. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces or a military nature.

### **SUBROGATION**

In the event any benefits are paid to a Covered Employee, as the result of a physical condition or injury caused by a third party or for which a third party may be liable, the Plan shall be subrogated and shall succeed to individual rights of recovery against any such third party to the full extent of the value of any such benefits or payments made. The Covered Employee shall at the Plan's request take such action, furnish such information and assistance, and execute such documents as the Plan may require to facilitate enforcement of its rights hereunder.

In the event of the Covered Employee's failure to comply with any such request, the Plan shall be entitled to withhold benefits due under the plan. The covered person shall do nothing after acceptance of benefits hereunder to prejudice the subrogation rights of the plan.

### **GENERAL PROVISIONS**

#### **Notice and Proof of Loss**

Written proof of loss must be given within ninety (90) days after the date of loss. If it is not reasonably possible for the Claimant to give proof of loss in the time required, the Plan Administrator shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible.

#### **Payment of Benefits**

All benefits are payable when the Plan Administrator receives written proof of loss. All benefits are payable to the Covered Employee, unless assigned.

#### **Facility of Payment**

If a Claimant is a minor or is physically or mentally incapable of giving a valid release for payment, the Plan Administrator, at its option, may make payment to a party who has assumed responsibility for the care of such person. Such payments will be made until claim is made by a guardian. If a Claimant dies while benefits remain unpaid, benefits will be paid, at the Plan Administrator's option to:

1. A person or institution on whose charges claim is based; or
2. A surviving relative (spouse, parent, or child).

Such payment will release the Plan Administrator of all further liability to the extent of payment.

#### **Records**

The Plan Administrator will keep records of the Covered Employees under the Plan. Such records will include the following:

1. Participants by name, age, and amount of coverage;

2. Effective date of coverage and date coverage ends;
3. Change of status;
4. Other related data.

### **Free Choice of Physician**

The Covered Employee shall have free choice of any legally qualified Physician and the Physician/patient relationship shall be maintained.

### **Examination**

The Plan Administrator has the right to have the Claimant examined as often as reasonably necessary.

### **Waiver or Estoppel**

No term, condition or provision of the Plan shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written instrument of the party charged with such waiver or estoppel. No such waiver shall be deemed a continuing waiver unless specifically stated. Each waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

### **Responsibility for Payment of Claims**

The Plan shall be the sole source of benefits under the Plan, and to the maximum extent permitted by law, the Company assumes no liability or responsibility for payment of benefit, and each Employee or other person who shall claim the right to any payment with respect to benefits under the Plan shall be entitled to look only to the Plan for such payment and shall not have any right, claim, or demand thereof against the Company or the medical board or any officer, Employee, or director of the Company.

## **CLAIM PROCEDURES**

In accordance with section 503 of ERISA, the Plan Administrator shall provide adequate notice in writing to any person whose claim for benefits under this plan has been excluded, setting forth the specific reasons for such exclusions and written in a manner calculated to be understood by the person. Further, the Plan Administrator shall afford a reasonable opportunity to any person whose claim for benefits has been excluded for a full and fair review of the decision by the party designated by the Plan Administrator for the purpose.

A Third Party Administrator shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan.

### **Filing of Benefit Claims**

To present a claim for weekly income benefits you must adhere to the following procedures:

1. Obtain a Short Term Disability Claim Form from your employer.
2. Complete Part I.
3. Have your Physician complete Part III, the Physician's Statement.
4. Return the form to your employer to complete Part II, the Employer's Statement.
5. In order to continue receiving weekly income benefits, you may be required to file a Follow-up Claim Form periodically, as requested by your employer. Failure to file additional forms when required will result in benefits being withheld until the above requirements are fulfilled.
6. At any time during your disability, your employer may request you to submit to an examination by a physician of their choice.
7. Written notice of claim must be presented within 30 days of the date the qualifying event occurs. The notice must be sent to your employer and should include your name and complete mailing address.

8. Written proof of the qualifying event must be given to your employer within 90 days of the date of such event. If it was not reasonably possible to give written proof within the required time, the claim may not be reduced or denied solely for that reason. In any event, proof of the qualifying event must be given no later than one year from the date of injury or sickness unless the claimant can provide proof to verify a lack of legal capacity.

### **Claim Information**

The claimant is responsible for providing any information necessary to process a claim, which includes the following:

1. Employee's name and Social Security number;
2. Employee's home address;
3. Name and address of medical provider;
4. Medical provider tax ID;
5. Medical provider patient account number, if applicable;
6. Physician's diagnosis;
7. Date the injury or illness began;
8. Itemization of charges including dates of service, OPT or HCPCS codes if applicable, number of services and amounts billed;
9. Other insurance information;
10. Accident details including how, when, and where the injury occurred; and,
11. Indication of third-party liability.

The Plan Administrator may rely upon all such information so furnished to it, including the Employee's current mailing address.

### **Claim Decisions and Payments (Notification of Benefit Determinations)**

Decisions on any claim of benefits will be made within forty-five (45) days for disability claims. Extensions may be taken for reasons beyond the plan's control. If an extension is necessary, a notice will be sent to the claimant within the initial time periods.

Claims will be paid immediately upon receipt of satisfactory written proof. Payment of any claim will be made to the employee. If the employee dies before all benefits have been paid, the remaining benefits may be paid to any relative of the employee or to any person appearing to the Plan Administrator to be entitled to payment. The Plan Administrator shall fully discharge its liability by such payments.

### **Adverse Benefit Determinations**

An adverse benefit determination is any claim for benefits that is not paid by the plan in full. This includes denials, reductions, or terminations of, or failures to provide or make payments (in whole or part) because of the application of any utilization review required by the plan or a person's eligibility to participate in a plan.

In the event of an adverse benefit determination, the claimant will be given a written Explanation of Benefits (EOB), which will clearly state the plan provision on which the decision was based, or if based on an internal procedure or protocol, the EOB will state such and will also state that copies of relevant documents will be provided to the claimant free of charge, upon request. The EOB will also describe the appeal procedures and time frames and give a statement of the claimant's right to bring civil action under section 502(a) of ERISA.

### **Appeals of Adverse Benefit Determinations**

If an adverse benefit determination is made, the claimant will be given the opportunity to appeal the decision. The appeal process will begin when the Plan Administrator receives written notification from a claimant contesting the determination. To request an appeal, the claimant must clearly state that he is disputing the decision and would like

the claim reviewed, not merely stating how he “feels” about the decision. The written notification must be received within 180 days of the date the claim is processed.

A full, fair, and independent review will be performed by a claims manager that is neither the examiner that initially processed the claim nor his subordinate. The reviewing manager will consider all information relevant to the claim and make a decision once all documentation and plan provisions have been reviewed. If the determination is based in whole or part on medical judgment, the reviewing manager will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional consulted with, as part of the appeal process, shall not be the same professional consulted in connection with the initial adverse benefit determination nor the subordinate of such individual.

The claimant may submit written comments, documents, records, and other information relating to the claim for benefits. Such information, relating to the claim, will be taken into consideration whether or not it was submitted or considered initially. Furthermore, upon request, the Plan Administrator will supply to the claimant, free of charge, relevant documents, records, or other information generated or obtained during the claim processing procedures, regardless of whether or not the material was actually used in making the determination, including disclosing the names of any medical or vocational experts whose advice was sought on behalf of the plan and the claimant’s medical records (provided the information included in the claimant’s medical record would not prove harmful to the claimant). A copy of the administrative processes will be provided to the claimant free of charge, upon request.

### **Authorized Representatives**

If the claimant would like to designate an authorized representative, he must do so in writing. The notice sent to the Third Party Administrator or Plan Administrator, as applicable, must be notarized and clearly state to what extent the authorized representative is able to act on the claimant’s behalf. Based on the claimant’s notice, the authorized representative will receive all information and notifications that would otherwise be given to the claimant with respect to the claim(s) on which the authorized representative may act.

### **Administrative Safeguards**

This plan has administrative safeguards in place to ensure determinations are made in accordance with this plan document, applied consistently with respect to similarly situated claimants, and within the applicable times frames according to the Department of Labor requirements.

## **ERISA**

Employees in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that all Covered Persons shall be entitled to:

1. Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts 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.
2. Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts, 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.
3. 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.

In addition to creating rights for Employees, ERISA imposes obligations upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of the Covered Employees and their beneficiaries. No one, including the Company or any other person, may fire a Covered Employee or otherwise discriminate against a Covered Employee in any way to prevent the Covered Employee from obtaining a benefit under the Plan or from exercising the Employee’s rights under ERISA.

If your claim for a welfare 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 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 the 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.

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 if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits 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 Benefits Security Administration.

#### **DISCRETION/DISCLAIMER**

Manatts, Inc. reserves the right to change or terminate this Plan at its discretion. Nothing in this Plan alters the employee’s status as an employee at-will, nor does it provide any type of job guarantee or protection. If an employee receiving benefits under this Plan also qualifies for FMLA leave, any FMLA leave will run concurrently with the receipt of benefits under this Plan.

#### **GENETIC INFORMATION NONDISCRIMINATION ACT**

The Genetic Information Nondiscrimination Act of 2008 (“GINA”) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Plan asks that you not provide any genetic information when responding to a request for medical information. “Genetic Information” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## APPLICABLE LAW

This Plan shall be construed and interpreted in accordance with ERISA, the Internal Revenue Code and, to the extent not preempted thereby, in accordance with the laws of the State in which the Sponsoring Employer is incorporated. If any provision of this Plan is contrary to any law to which it is subject, or if a law relevant to this Plan is not specifically addressed within the contents of the Plan, such provision is hereby amended to satisfy the law's minimum requirement.

## ERISA COMPLIANCE INFORMATION

1. **Sponsoring Company:** Manatts, Inc. (see Appendix A for a list of other Companies)
2. **Address:** P.O. Box 535  
Brooklyn, IA 52211
3. **Name of Plan:** Manatts, Inc.  
Employee Benefit Plan
4. **Employer Identification Number:** 42-1377409
5. **IRS Plan Number:** 506
6. **Type of Plan:** Welfare benefit plan providing Short Term Disability Benefits
7. **Funding Method:** The Plan is financed by the Employer who maintains reserves from its own general assets for the purpose of paying the benefits of the Plan
8. **Type of Administration:** Self-administration
9. **Named Fiduciary/Plan Administrator:** Manatts, Inc.  
P.O. Box 535  
Brooklyn, IA 52211
10. **Name/Address of Agent for Legal Process:** The Plan Administrator is the designated agent for receipt of service of legal process. Legal process may be served on the Plan Administrator at the above address.
11. **Contribution Source/Method of Calculation:** The contributions necessary to finance the self-funded Plan are made by the Employer and the Employee. The amount of necessary contributions is calculated actuarially.
12. **Original Effective Date:** January 1, 1995
13. **Plan Effective Date:** January 1, 2018
14. **Plan Year End:** December 31

## Appendix A – Participating Companies

Location	Description
001	MANATTS, INC. 1775 OLD 6 RD PO BOX 535 BROOKLYN IA 52211
002	BENEFICIAL TECHNOLOGIES, LLC 2647 225TH ST PO BOX 230 DEWITT IA 52742
003	DETERMANN ASPHALT PAVING, LLC 1425 N WASHINGTON BLVD CAMANCHE IA 52730
004	ILLOWA INVESTMENTS 315 MEUSE CT PO BOX 187 BLUE GRASS IA 52726
005	LL. PELLING CO. 1425 W PENN ST PO BOX 230 NORTH LIBERTY IA 52317
006	VALLEY ENVIRONMENTAL SERVICES LLC 3330 HIGHWAY S74 South NEWTON IA 50208
007	WENDLING QUARRIES 2647 225 <sup>TH</sup> ST PO BOX 230 DEWITT IA 52742
008	CUNNINGHAM-REIS, LLC 35647 RICHLAND RD VAN METER IA 50261



**MASTER PLAN DOCUMENT SIGNATURE PAGE**

This sheet is here by affixed to the Manatts, Inc. Short Term Disability Plan Master Plan Document.

IN WITNESS WHEREOF, this amended and restated Manatt's, Inc. Short Term Disability Plan is, by the authority of the Board of Directors of Manatts, Inc., executed this \_\_\_\_ day of \_\_\_\_\_, 2018, effective as of January 1, 2018.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

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