



## **M E M O R A N D U M**

**TO:** Employers of the IAM National Pension Fund

**FROM:** Denise M. Clark, General Counsel

**DATE:** October 31, 2025

**SUBJECT:** Policy for Return of Mistaken Employer Contributions

---

During its recent meeting, the Board of Trustees of the IAM National Pension Fund amended its collection procedures to modify its Policy for Return of Mistaken Employer Contributions. The new policy outlined in the attached document will be effective January 1, 2026.

If you have any questions, contact me at [dclark@iamnpf.org](mailto:dclark@iamnpf.org).

**I.A.M. NATIONAL PENSION FUND  
POLICY FOR RETURN OF MISTAKEN EMPLOYER CONTRIBUTIONS**

ERISA mandates that “the assets of a plan shall never inure to the benefit of any employer and shall be held solely for the purpose of providing benefits to plan participants and their beneficiaries, as well as covering reasonable administrative expenses.” 29 U.S.C. § 1103(c)(1). ERISA offers a limited exception in cases where “such contribution is made by an employer to a multiemployer plan by a mistake of fact or law.” 29 U.S.C. § 1103(c)(2)(A)(ii). Under these circumstances, a multiemployer plan can return the mistaken payment within six months after the Plan Administrator determines that such contributions were made by mistake.

The Board of Trustees (“Trustees”) of the I.A.M. National Pension Fund (“Fund”) has decided that it is prudent and necessary to establish a policy and procedure for returning mistaken contributions, which will apply uniformly to all contributing Employers. All questions or disputes regarding the interpretation, meaning, or application of the Return of Mistaken Employer Contributions Policy (“Policy”) will be finally resolved by the Trustees at their sole and exclusive discretion, or by individuals delegated authority to enforce the procedures outlined in this Policy.

**1. Definitions**

- ***Employer*** shall have the meaning as set forth in Fund’s Trust Agreement.
- ***Mistake*** shall mean a “mistake of fact or law” under ERISA Section 402(c)(2)(A)(ii), 29 U.S.C. § 1103(c)(2)(A)(ii), and the applicable federal regulations.
- ***Refund or return of contributions*** means credit against the Employer’s future contribution obligations to the Fund. If the Employer no longer has a future obligation to contribute, the credit will be used to offset any withdrawal liability owed to the Fund. Under no circumstances will the Fund make a direct payment to an Employer unless the Trustees decide, in their sole and absolute discretion, that it is prudent and necessary.
- ***Plan Year*** shall mean the calendar year, as defined in the Fund’s Amended and Restated Plan Document (“Plan”).
- ***Delinquent*** shall mean that the Employer owes the Fund delinquent contributions, interest, and/or liquidated damages according to the governing Trust Agreement and Policy on Collection of Delinquent Contributions.

**2. Employers Must Follow Policy**

The Fund Director will consider the Employer's request for a credit of overpaid contributions only if such request is made pursuant to this Policy. The failure or refusal of an Employer to comply with this Policy shall result in the denial of the request for credit of mistaken contributions.

### **3. Limit on Credit of Mistaken Contributions**

Credit will be provided for mistaken contributions identified within six (6) months before the request made to the Fund Director. For example, an employer submits a request for refund on December 1, 2023, stating that it overpaid in October, August, and March 2023, by \$10,000, and provides documentation supporting its position, can receive a credit for October and August in a future remittance report, provided the documentation supports the request. If the employer wants to contest the denial of credit for March 2023, it can submit its request to the Delinquency Committee for reconsideration.

The Employer will be informed within 60 days from receipt of its written request whether it is approved or denied.

The amount returned to the Employer shall not include any interest or earnings attributable to the mistaken contributions. Additionally, if the Fund incurred a significant direct or indirect cost, expense, or liability as a result of a mistaken contribution, any return of such contribution may be reduced by the full value of such costs.

### **4. Refund Request Requirements**

An Employer's request for a refund of mistaken contributions must be made in writing and shall not be effective until it is received by the Fund. The request must contain copies of all documentation upon which the Employer relies to substantiate its request, or which may be required by the Fund to verify the exact amount of the mistaken contributions. The obligation to discover and delineate the number of mistaken contributions within the time limits provided within the Policy is the sole and exclusive responsibility of the Employer. The failure and/or refusal of the Employer to promptly and fully comply with any or all of the provisions of this Policy shall result in the denial of the request for a refund of mistaken contributions.

### **5. Employer's Right to Reconsideration by Trustees**

If an Employer's request for a refund is denied in whole or in part by the Fund Director, the Employer may request reconsideration by the Delinquency Committee. Such request must be made within 30 days of receipt of the denial letter. The decision of the Delinquency Committee is final.

### **6. Trustees' Discretion**

All questions or disputes relating to the interpretation of this Policy shall be finally and exclusively resolved by the Delinquency Committee, which has been delegated authority by the Fund's Board of Trustees in the exercise of its discretion and in the performance of its fiduciary obligations to the Fund's participants and beneficiaries, in the protection of the financial integrity and soundness of the Fund and the efficient and effective administration of the Fund.

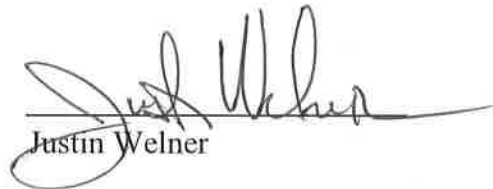
Adopted by the Board of Trustees of the I.A.M. National Pension Fund on the 29th  
day of October, 2025.

FOR THE UNION TRUSTEES:

A handwritten signature in cursive script, appearing to read "Sam Cicinelli", written over a horizontal line.

Sam Cicinelli

FOR THE EMPLOYER  
TRUSTEES:

A handwritten signature in cursive script, appearing to read "Justin Welner", written over a horizontal line.

Justin Welner